

**WESTERN STATES AREA**

**MASTER FREIGHT AGREEMENT**



PROCEEDINGS OF

THE

**JOINT WESTERN COMMITTEE**

— DEKE DeCOSTA —

\* \* \* \* \*  
WESTERN CONFERENCE OF TEAMSTERS



AGENDA

SAN FRANCISCO HILTON HOTEL

NOVEMBER 11-12-13-14-15, 1968

PROPOSED  
JOINT WESTERN AREA COMMITTEE AGENDA  
SUBMITTED BY THE  
WESTERN MASTER FREIGHT DIVISION  
MEETINGS OF NOVEMBER 11-12-13-14-15, 1968  
SAN FRANCISCO HILTON HOTEL  
SAN FRANCISCO, CALIFORNIA

JOINT SESSION OF THE FULL COMMITTEE - San Francisco Hilton -  
2:00 P.M. - Monday, November 11, 1968

1. Approval of the Minutes of the JWAC Sessions held August, 1968.
2. Discussion of cases filed with the Joint Western Area Committee after deadline date.
3. Approval of the Joint Agenda for the November sessions of the JWAC.
4. Naming of members of the Main Committee and Sub-Committees.
5. Communications.
6. Other procedural or policy matters to come before the JWAC.
7. ADJOURNMENT.



CHANGE OF OPERATIONS BEFORE THE JOINT WESTERN AREA COMMITTEE

#2-4-1169	(#1)	Local 180	LASME	Clarification
#2-8-3511	(#2) (#3)	O. N. C.	Locals 70 - 85	Clarification
#2-8-3671	<i>W.D.</i> (#4)	P. I. E.	Locals 313 - 378	
#5-8-3710	<i>on</i> (5)	<i>556 690 741</i> Local 81 <i>weal</i>	Consolidated	Clarification
#8-8-3911	<i>on</i> (6)	Local 741	Consolidated	Clarification
#8-8-3912	<i>on</i> (7)	I. C. X.	<i>Company win 208 + not Freight Together</i> Local 208	Clarification
#8-8-3913	<i>R.P.</i> (8) (9)	Local 104	Lee Way	Clarification
#11-8-4089	<i>on</i> (10)	Consolidated Copperstate	Locals: 104-941	
#11-8-4090	<i>on</i> (11)	Garrett Freightlines	Local: 983	
#11-8-4091	<i>m</i> (12)	Griley Security	Locals: <u>208</u> -357-467	
#11-8-4092	<i>on</i> (13)	LASME	Locals: 81-137-468-439	
#11-8-4093	<i>Tuesday</i> (14) <i>on</i> (14-A)	Navajo Freight Lines	577-961 Local: 41-180-492-	Multi-Conf. Change
#11-8-4094	<i>on</i> (15)	O. N. C.	Locals: 31-231-741	
#11-8-4095	<i>m</i> (16)	O. N. C.	Locals: 137 - 468	
#11-8-4096	<i>on</i> (17)	P. M. T.	Locals: 57-81-962	
#11-8-4097	<i>m</i> (18)	P. M. T.	Locals: 57-81-962	
#11-8-4098	<i>on</i> (19)	P. M. T.	Locals: 57-81-962	
#11-8-4099	(20) <i>m</i> (21) (22)	P. M. T.	Locals: 224-85-150-287-386- 431 - 439 - 468	
#11-8-4100	<i>m</i> (23)	Ringsby Truck Lines	Locals: 631 - 533	
#11-8-4101	<i>m</i> (24)	Walkup's Merchants	Locals: 386 - 439	
#5-8-3719	<i>m</i> (24-A-B)	Local 224	Milne Truck	Clarification



CHANGE OF OPERATIONS BEFORE THE JOINT WESTERN AREA COMMITTEE  
\* \* \* \* \*

Case # Local 180, Los Angeles, California

Change of Operations Company involved: Los Angeles-Seattle Motor Express

Clarification 2-4-1169 This grievance is filed against Los Angeles-Seattle Motor Express because the Company is turning the Los Angeles sleeper teams at Corning, California with Portland sleeper teams when they have loads destined for Seattle, Washington.

On June 8, 1968, Arthur Beppe and McIlwain were dispatched out of Los Angeles to Corning, California with a load for Tacoma, Washington and a Seattle destination on the trip envelope. The Company took this load away from Beppe and McIlwain when they arrived in Corning and gave it to a team domiciled in Portland and sent Beppe and his partner back to Los Angeles. They then dispatched the team from Portland back to Seattle with instructions for one of the drivers to get off of the truck in Portland and for the other one to solo on to Seattle and return.

Local 180 is therefore asking for the difference in miles from Corning to Seattle and return for Beppe and his partner at the applicable rate.

Case #SC-7-8-1360.

JSC Motion: That under the basis of the filing, this case be referred to the Change of Operations Committee of the Joint Western Area Committee for clarification of the meaning as outlined.

Deadlocked Southern California JSC July 10, 1968.

(Case #2-4-1169 was also clarified by Case #8-5-1978)

August, 1968 JWAC Action: M/m/s/c/ that this case be Postponed to the next agenda, this committee to retain jurisdiction pending a possible settlement between the parties.

CHANGE OF OPERATIONS BEFORE THE JOINT WESTERN AREA COMMITTEE  
\* \* \* \* \*

Case # O.N.C. Motor Freight System  
2-8-3511

Change of Locals involved: 70, Oakland, California  
Operations 85, San Francisco, California

Clarification PRESENT OPERATION:

1. We now are operating terminals at both Oakland and San Francisco, performing pick-up and delivery work at each.
2. Oakland terminal employees, members of Local 70, are performing regular pick-up and delivery work within the jurisdictional territory of Local 85.
3. Freight picked up by Local 70 members in Local 85 territory is returned to the Oakland barn where it is worked.

PROPOSED OPERATION:

1. Continue to operate both Oakland and San Francisco terminals.
2. Return all work presently being performed by Local 70 members in Local 85 territory to Local 85. This work will then be consolidated with the present San Francisco routes to form new routes, such new and consolidated routes to all be handled out of our San Francisco terminal.
3. Opportunity for Oakland employees affected by the change to work in San Francisco will be in accordance with the provisions of the current National Master Freight Agreement and the decision of the Change of Operations Committee.
4. Opportunity to Transfer into Local 85 by Local 70 employees will be handled in the following manner, based on the availability of work.
  - (a) The Company will post a job opportunity bid sheet for interested employees to sign.
  - (b) The bid sheet will be posted for 7 days only.
  - (c) Awards will be made based on seniority and qualifications.
  - (d) Opportunity for consideration for transfer will not extend beyond the seventh day of the posted bid sheet. Only those employees who have signed the sheet will be given consideration.
  - (e) There will be no subsequent transfer opportunities offered.
5. The effective date of this change is to be March 4, 1968.

February, 1968 JWAC Action: The operational change be approved with the following provisos:

(1) The initial additional jobs in San Francisco shall be offered to the Oakland employees on a seniority basis and the successful bidders shall have their seniority in San Francisco under the provisions of Article 5, Section 5 (b) (2) of the National Master Freight Agreement. (2) For a period of three years after the effective date of the change, the Company shall offer jobs available in San Francisco to laid off Oakland employees in seniority order and if they accept such employment they shall have their seniority at San Francisco under the provisions of Article 5, Section 5 (b) (2); one offer per employee shall satisfy this requirement. (3) This change shall be effective at such time as the Company's new San Francisco terminal is ready and the job openings shall be posted for bid not later than seven days prior to that time. Motion Carried.

(Continued on following Page)



# CHANGE OF OPERATIONS BEFORE THE JOINT WESTERN AREA COMMITTEE

\* \* \* \* \*

Case # O. N. C. Motor Freight System (Continued from previous page)  
2-8-3511

Change of Locals involved: 70, Oakland, California  
Operations 85, San Francisco, California

Clarification May, 1968 JWAC Action: That the February, 1968 decision of this committee in Case #2-8-3511 be ratified and confirmed in all particulars, with the following clarification:  
The use of casuals from the Local 85 hiring hall shall not constitute a violation of that decision; any casual who acquires seniority with the Company under the 13-day rule, shall not constitute a violation of that decision, and any interim agreement arrived at by the Company and the two Local Unions pending the issuance of this clarification shall not constitute a violation of that decision. Motion Carried.

August, 1968 JWAC Action: M/m/s/c/ to continue the case under the jurisdiction of this committee.



CHANGE OF OPERATIONS BEFORE THE JOINT WESTERN AREA COMMITTEE  
\* \* \* \* \*

Case # Pacific Intermountain Express  
2-8-3671

Change of Operations Locals involved: 741, Seattle, Washington  
313, Tacoma, Washington  
378, Olympia, Washington

The employer, Pacific Intermountain Express, stationed a piece of tanker equipment temporarily in the Olympia area. At this time business has changed to the extent that it is desired that this equipment and the man to operate the same be located permanently at the Olympia, Washington location, and the Company asks for an order of the Change of Operations Committee authorizing this. The reason that the three unions are listed as being interested and have been consulted is that this equipment was originally moved from Seattle to Olympia and has been operated at various times by a member of Local 741 and a member of Local 313, coupled with the fact that it is now being moved into the jurisdiction of the Olympia Local 378. The Employer feels that this new operation should probably be bid and requests the advice and ruling of this committee as to how this should be bid, and whether it should be offered only to members of the Olympia Local, or perhaps to members of the Olympia Local, Tacoma Local and the Seattle Local. The equipment is presently being operated by a member of Seattle Local.

February, 1968 JWAC Action: This case be remanded back to the parties and this committee retain jurisdiction.

May, 1968 JWAC Action: Postponed.

August, 1968 JWAC Action: The action of this panel is that the case is Postponed and the committee retains jurisdiction.

CHANGE OF OPERATIONS BEFORE THE JOINT WESTERN AREA COMMITTEE  
\* \* \* \* \*

Case # Local 81, Portland, Oregon  
5-8-3710

Change of Company involved: Consolidated Freightways  
Operations

In the Change of Operations (#5-8-3710) granted by the committee, the man on the run from Walla Walla to Lewiston was moved into Portland with the run. It is the Union's contention that there was a misunderstanding of the man's position inasmuch as the Company's northwest seniority system provided that the vacancy should have been bid by all drivers when Andy Jeppe retired.

Inasmuch as this was not put up to bid in accordance with the rules, we feel that the bid was still open.

August, 1968 JWAC Action: M/m/s/c/ that this case be Postponed to the next Agenda, and that the Coordinator of the Western Master Freight Division be requested to give notice to Local 556, Walla Walla, Washington, and Mr. Buel, the driver involved personally, of the postponement, and that Mr. Buel be advised by certified mail of his right to be present at the hearing.



CHANGE OF OPERATIONS BEFORE THE JOINT WESTERN AREA COMMITTEE  
\* \* \* \* \*

Case # Consolidated Freightways  
8-8-3911

Change of Locals involved: 31, Vancouver, B. C.  
Operations 741, Seattle, Washington

Clarifica- PRESENT OPERATION:  
tion

The Company operates turnaround runs between Seattle and Vancouver. Drivers are domiciled at both Seattle and Vancouver.

PROPOSED OPERATION:

Operate the turnaround from the Seattle end only and re-domicile the two Vancouver men presently on the run in Seattle.

Local 741 requests an interpretation of Change of Operations Case #8-8-3911 due to the following:

The drivers that were domiciled in Vancouver, B.C. chose not to move to Seattle and protect their bid runs. It is the Union's position that:

- (1) These were and are bid runs for the number 2 and 4 Vancouver, B.C. turns.
- (2) These two bid runs are vacant and should be posted for bid at the Seattle terminal.

The Company takes the position that these two bid runs no longer exist due to the B.C. drivers failure to move and protect them.

AUGUST, 1968 JWAC Action: that the operational change be approved with the following provisos:

- (1) The Vancouver drivers shall be offered the opportunity to re-domicile to Seattle under the provisions of Article 5 Section 5 (e) of the National Master Freight Agreement based on their respective CF line seniority dates on the Vancouver - Seattle turnaround operation.
- (2) The change shall not be put into effect prior to a reasonable time in which to complete visa and alien permit requirements or October 1, 1968, whichever is later, unless otherwise agreed to by the Vancouver drivers. Motion Carried.



CHANGE OF OPERATIONS BEFORE THE JOINT WESTERN AREA COMMITTEE  
\* \* \* \* \*

Case # Illinois - California Express, Inc.  
8-8-3912

Change of Local involved: 208, Los Angeles, California  
Operations

Clarification Illinois - California Express is operating two terminals in the Los Angeles area. The Company intends to close the terminal at Vernon, California. All work in the Los Angeles area will be done out of its Southgate Terminal.

I. C. X. is requesting a clarification of the decision in Case #8-8-3912 pertaining to seniority and bidding involving Local 208 members.

AUGUST, 1968 JWAC Decision: Under the provisions of Article 5 Section 7 of the National Master Freight Agreement the office, dock and pickup and delivery seniority lists of the Southgate and the Vernon terminals be combined on a dovetail basis; that following such combining all of the office, dock and pickup and delivery positions at the Southgate terminal be rebid as proposed by the Company, to be accomplished within the time period as proposed by the Company. Motion Carried.

CHANGE OF OPERATIONS BEFORE THE JOINT WESTERN AREA COMMITTEE  
\* \* \* \* \*

Case # Lee Way Motor Freight, Inc.  
8-8-3913

Change of Operations Locals involved: 104, Phoenix, Arizona  
886, Oklahoma City, Okla.  
941, El Paso, Texas

PRESENT OPERATION

Clarification The Company presently operates four (4) schedules per day, Monday through Saturday from Phoenix, Arizona to El Paso, Texas and El Paso, Texas to Phoenix, Arizona.

- (1) Four (4) drivers are domiciled in Phoenix who run Phoenix, to El Paso, lay over and return to Phoenix, with two of the drivers working alternating days.  
Four (4) drivers are domiciled in El Paso who run El Paso to Phoenix, lay over and return to El Paso, with two of the drivers working alternating days
- (2) The Company presently operates three schedules per day, Tuesday through Saturday from Phoenix, to Ash Peak, and El Paso, to Ask Peak, on turnaround basis.  
The drivers domiciled in Phoenix are members of Local 104, and drivers domiciled in El Paso are members of Local 941.

PROPOSED OPERATION

- (1) Run the present four schedules five days per week Monday through Saturday, from Phoenix to El Paso, lay over and return to Phoenix, utilizing Phoenix domiciled drivers, with four drivers working alternating days. This change will eliminate the work of four drivers presently domiciled in El Paso. There will be work established in Phoenix for four drivers.
- (2) Run the presently three schedules per day, Tuesday through Saturday from Phoenix, to Duncan Port of Entry, and from El Paso to Duncan Port of Entry.  
This will not eliminate the work of any driver, or the change of domiciled drivers.

The Company will offer employment to the displaced El Paso, Phoenix drivers in the manner as established by the Change of Operations Committee in accordance with the applicable terms of the National Master Freight Agreement and the Western States Area Over-The-Road Supplemental Agreement.

The Company desires to effect this change at the earliest possible date and will pay the moving cost of drivers who are required to re-domicile in accordance with the applicable terms of the Union Agreement.

The Company Proposes the Following New Operation

PRESENT OPERATION

- (1) The Company presently operates Oklahoma City domiciled sleeper teams between Oklahoma City and El Paso, Texas using El Paso as a destination point for team drivers on freight destined to Arizona points.

PROPOSED OPERATION

- (1) The Company proposes to operate sleeper teams between Oklahoma City, Oklahoma and Phoenix, Arizona on freight destined for Phoenix, Arizona and to operate these loads direct from Oklahoma City to Phoenix, Arizona, over the certificated route between these two cities, U.S. 60, U.S. 54, and U.S. 66.



CHANGE OF OPERATIONS BEFORE THE JOINT WESTERN AREA COMMITTEE  
\* \* \* \* \*

Case # Lee Way Motor Freight, Inc. (Continued from previous Page)  
8-8-3913

Change of Locals involved: 104, Phoenix, Arizona  
Operations 886, Oklahoma City, Okla  
941, El Paso, Texas

Clarifica- The Company proposes to reserve the right to continue to handle  
tion over-flow freight between Phoenix and El Paso, or El Paso,  
and Phoenix, or Oklahoma City, and El Paso on the present  
division or operation as it has in the past, if and when necessary  
and the Company option.

This change will eliminage the work of five (5) drivers domiciled  
in El Paso and Phoenix.

There will be work established in Oklahoma City for five (5)  
drivers.

The Company will offer employment to the displaced El Paso  
and Phoenix drivers in Oklahoma City.

The Company desires to effect this change at the earliest  
possible date.

Local 104 requests a clarification of Case #8-8-3913.

August, 1968 JWAC Action: In Case #8-8-3913 the operational  
change be approved as proposed and clarified by the company on  
the record with the following provisos:

- (1) The four new Phoenix to El Paso runs shall be offered to  
the El Paso line board on a line seniority basis, and the successful  
bidders shall have their seniority dovetailed on the Phoenix line  
board on the basis of their former El Paso line seniority dates,  
and they shall exercise that seniority at the next regular bid date.
- (2) The eight Phoenix to El Paso through runs shall be re-bid,  
but limited to the four Phoenix drivers presently on those runs  
and the four former El Paso drivers until the next regular bid date.
- (3) The El Paso and/or Phoenix drivers who moved to Oklahoma  
city shall have their seniority dovetailed on the Oklahoma City  
sleeper board on the basis of their El Paso and/or Phoenix line  
seniority dates and in accordance with local seniority rules at  
Oklahoma City.
- (4) This change shall not be put into effect prior to September  
1, 1968.
- (5) This decision shall not preclude Local 886 from pursuing  
its requests for destination dispatches through appropriate  
grievance machinery. Motion Carried.



CHANGE OF OPERATIONS BEFORE THE JOINT WESTERN AREA COMMITTEE

\* \* \* \* \*

Case # Consolidated Copperstate Lines  
11-8-4089

Change of Locals involved: 104, Phoenix, Arizona  
Operations 941, El Paso, Texas

PRESENT OPERATION:

The Company presently has one schedule per day (4 days per week) departing Phoenix with Houston, Texas destined freight. These schedules are pulled by Phoenix domiciled Extra Board Drivers who are dispatched Phoenix, Arizona to Lordsburg, New Mexico, layover and return to Phoenix. Upon arrival at Lordsburg, New Mexico, these schedules are then dispatched on to El Paso, Texas with Lordsburg, New Mexico domiciled Extra Board Drivers on a Lordsburg-El Paso-Lordsburg turn-around basis. These drivers pick up schedules in El Paso out of Houston, Texas with Phoenix and/or West Coast destined freight with these schedules being dispatched back to Phoenix from El Paso in reverse order.

PROPOSED OPERATION:

The Company proposes to extend the present one schedule per day (4 days per week) on to El Paso, Texas utilizing Phoenix domiciled drivers who will lay over in El Paso and return to Phoenix. This will eliminate work for the junior driver on the Lordsburg, New Mexico extra board.

The Phoenix domiciled drivers are members of Local 104 and the Lordsburg drivers are members of Local 941.

The Company will offer these runs for bid to the Phoenix domiciled driver board on a seniority basis to operate on the basis of two trips per week, Phoenix to El Paso, lay-over and return to Phoenix.

The displaced Lordsburg extra board driver will be offered an opportunity to transfer to the Phoenix extra board, and if such offer of transfer is accepted, the seniority of the transferred driver on the Phoenix extra board will be established in accordance with Article 5, Section 5 (b) (2), of the National Master Freight Agreement, pending a further ruling from the J.W.A.C. "Change of Operations Committee."

The Company also agrees to offer one additional Lordsburg - El Paso-Lordsburg turnaround run for seniority bid to the Lordsburg domiciled drivers.

This change to be effected September 11, 1968.

CHANGE OF OPERATIONS BEFORE THE JOINT WESTERN AREA COMMITTEE  
\* \* \* \* \*

Case # Garrett Freightlines, Inc.  
11-8-4090

Change of Local involved: 983, Pocatello, Idaho  
Operations

Garrett Freightlines, Inc. presently operates one short line schedule per day, five days per week, Monday through Friday, from Pocatello, Idaho to Montpelier, Idaho. This schedule runs light to Montpelier and often empty on the return run.

We run empty sleeper schedules through Montpelier enroute from Pocatello to Denver, Colorado.

We propose to eliminate the Pocatello to Montpelier short line run and handle this traffic on our sleeper schedules. We will bid an additional short line run from Pocatello to Idaho Falls, Idaho. This additional short line run will take care of the driver eliminated on the Pocatello - Montpelier run.

Effective date of change: October 21, 1968.



CHANGE OF OPERATIONS BEFORE THE JOINT WESTERN AREA COMMITTEE  
\* \* \* \* \*

Case # Griley Security Freight Lines  
11-8-4091

Change of Operations Locals involved: 208, Los Angeles, California  
357, Los Angeles, California  
467, San Bernardino, California

Griley Security Freight Lines proposes to close its San Bernardino terminal. This terminal has been operating for several years on interline traffic. It is no longer profitable to handle this type freight on a two-terminal operation.

We propose to serve the San Bernardino territory on a short-line and/or peddle run operation out of our South Gate terminal.

Those employees currently working in our San Bernardino terminal will be offered work in the South Gate terminal in accordance with Article 5, Section 5 (b) (2) of the National Master Freight Agreement.

Those employees who do not elect to transfer to our South Gate terminal will be placed on layoff in accordance with the contract.



CHANGE OF OPERATIONS BEFORE THE JOINT WESTERN AREA COMMITTEE  
\* \* \* \* \*

Case # Los Angeles - Seattle Motor Express, Inc.  
11-8-4092

Change of Operations Locals involved: 81, Portland, Oregon  
137, Marysville, California  
439, Stockton, California  
468, Oakland, California

Company requests permission to operate a meet and  
turnaround operation on the day following a holiday and/or  
emergency cancellation of single man bid runs between  
the following points:

Oakland - Yreka  
Stockton - Yreka  
Portland - Yreka

CHANGE OF OPERATIONS BEFORE THE JOINT WESTERN AREA COMMITTEE  
\* \* \* \* \*

Case # Navajo Freight Lines, Inc.  
11-8-4093

Multi-Conference	Locals involved:	41, Kansas City, Missouri 180, Los Angeles, California 492, Albuquerque, New Mexico
Change of Operations		577, Amarillo, Texas 961, Denver, Colorado

PRESENT OPERATION:

We have 6 tractors and 12 drivers domiciled at Amarillo, Texas operating on the following runs:

Three bid sleeper runs from Amarillo, Texas to El Paso, Texas and return, with privileges to pick up and drop freight or trailers at intermediate points.

Two bid single man runs from Amarillo, Texas to Albuquerque, New Mexico or Amarillo, Texas to Albuquerque, New Mexico via Santa Fe, New Mexico with layover at Albuquerque, operating on alternate nights, 5 days a week.

One single man turnaround run from Amarillo, Texas to Lubbock, Texas and return, when freight is available.

Three drivers on the extra board filling in on runs where needed.

PROPOSED OPERATION:

Amarillo, Texas

Amarillo, Texas work load will consist of one bid turnaround run from Amarillo, Texas to Lubbock, Texas and return.

The Amarillo equipment (five tractors) is scheduled for trade off and four pieces of this equipment will be transferred to Albuquerque, New Mexico on a temporary basis.

All working rules and agreements and bid runs presently in effect at Amarillo, Texas will be terminated upon approval of this Change of Operations.

Any driver refusing to accept redomicile will be laid off under the provisions of the Southwestern Area Over-The-Road Agreement and will not be entitled to any runarounds.

Kansas City, Missouri

The Company proposes to redomicile 7 drivers from Amarillo, Texas to Kansas City, Missouri.

Kansas City drivers have the right to run from Kansas City, Missouri to El Paso, Texas, with the right to drop and pick up at Amarillo, Texas and. . . . .

(Continued on Following Page)



CHANGE OF OPERATIONS BEFORE THE JOINT WESTERN AREA COMMITTEE  
\* \* \* \* \*

Case # Navajo Freight Lines, Inc. (Continued)  
11-8-4093

Multi- Kansas City, Missouri (continued)  
Conference

Change of From Kansas City, Missouri to St. Louis, Missouri, Fort Wayne,  
Operation Indiana, South Bend, Indiana, Chicago, Illinois then direct to  
El Paso, Texas with the right to drop and pick up at intermediate  
terminals between El Paso, Texas and Amarillo, Texas.

Discontinue the bid run from Kansas City, Missouri to Amarillo,  
Texas and from Kansas City, Missouri to Albuquerque, N.M.

Terminate the choice of dispatch.

This Change of Operations will not affect the balance of the  
Kansas City, Missouri domicile work load.

Albuquerque, New Mexico

Four drivers to be redomiciled from Amarillo, Texas to  
Albuquerque, New Mexico.

Establish a run from Albuquerque, New Mexico to El Paso,  
Texas and return, and from Albuquerque, New Mexico to Alamo-  
gordo, New Mexico and return. If no loads are available at  
El Paso, Texas, drivers be dispatched back to Albuquerque, New  
Mexico via Amarillo, Texas. If no loads available at Alamogordo,  
New Mexico, drivers be dispatched back to Albuquerque, New  
Mexico via El Paso, Texas or Amarillo, Texas.

Albuquerque based single man board have the right to run from  
Amarillo, Texas to Albuquerque, New Mexico via Santa Fe, New  
Mexico or Las Vegas, Nevada, and from Albuquerque, New Mexico  
to Amarillo, Texas via Santa Fe, New Mexico or Las Vegas,  
Nevada. Actual miles to be paid on all runs.

This Change of Operations will not affect the established present  
Albuquerque, New Mexico domicile work load.

Denver, Colorado

Freight destined to points south of Amarillo, Texas (El Paso,  
Texas and Alamogordo, New Mexico or other intermediate points)  
was handled from Denver, Colorado to Amarillo, Texas by the  
Denver domiciled drivers.

The Company proposes that freight destined to El Paso, Texas,  
Alamogordo, New Mexico and intermediate points between  
Albuquerque, New Mexico and El Paso, Texas will be loaded and  
handled through the Albuquerque, New Mexico Gateway by the  
Denver domiciled drivers.

The balance of the Denver, Colorado work load will not be  
affected.

CHANGE OF OPERATIONS BEFORE THE JOINT WESTERN AREA COMMITTEE  
\* \* \* \* \*

Case # O. N. C. Motor Freight System  
11-8-4094

Change of Locals involved: 31, Vancouver, B. C.  
Operations 231, Bellingham, Washington  
741, Seattle, Washington

PRESENT OPERATION:

We have one driver domiciled in Blaine, Washington, a member of Local 231, Bellingham, on a Blaine-Seattle-Blaine turnaround run, normally running five nights per week on an if-and-when basis.

The freight is shuttled between Blaine and White Rock (a Canadian Border town) by a Canadian local driver, member of Local 31.

PROPOSED OPERATION:

We will establish a turn run originating at Burnaby, British Columbia, running to Seattle and return with a member of Local 31, domiciled in Canada, being the driver.

The run will normally operate on a five trip per week basis on an if-and-when basis, with the right to drop and pick trailers at intermediate branches.



DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE

\* \* \* \* \*

Case # O. N. C. Motor Freight System  
11-8-4095

Change of Locals involved: 137, Marysville, California  
Operations 468, Oakland, California

PRESENT OPERATION:

One bid turn run San Leandro-Redding-San Leandro, normally running five nights per week on an if-and-when basis, with the driver domiciled at San Leandro.

PROPOSED OPERATION:

Redomicile the run at Redding with the run and driver originating from Redding, going to San Leandro and return, normally to run five nights per week on an if-and-when basis.

The present driver on the run, a member of Local 468, will be offered the opportunity to move to Redding along with the run and his move will be handled in accordance with Article 5, Section 3 (c) of the National Master Freight Agreement.

This change will result in better utilization of power equipment and will improve service on southbound freight out of Redding.

We plan to put this change into effect as soon as possible after approval is granted.

CHANGE OF OPERATIONS BEFORE THE JOINT WESTERN AREA COMMITTEE  
\* \* \* \* \*

Case # Pacific Motor Trucking Company  
11-8-4096

Change of Operations Locals involved: 57, Eugene, Oregon  
81, Portland, Oregon  
962, Medford, Oregon

The elimination of a Medford - Eugene - Medford bid turn-around schedule and the establishment of an additional bid run between Medford and Portland, with the driver on that run being domiciled in Medford. The run to initially operate 3 days per week.



CHANGE OF OPERATIONS BEFORE THE JOINT WESTERN AREA COMMITTEE  
\* \* \* \* \*

Case # Pacific Motor Trucking Company  
11-8-4097

Change of Operations Locals involved: 57, Eugene, Oregon  
81, Portland, Oregon  
962, Medford, Oregon

Employer proposes the elimination of the bid position on the Eugene - Roseburg turn and to handle the freight involved with other schedules operating between other points and to utilize the Eugene - Roseburg turns only when expedient to do so. No driving jobs will be eliminated.

CHANGE OF OPERATIONS BEFORE THE JOINT WESTERN AREA COMMITTEE  
\* \* \* \* \*

Case # Pacific Motor Trucking Company  
11-8-4098

Change of Locals involved: 81, Portland, Oregon  
Operations 57, Eugene, Oregon  
962, Medford, Oregon

The Company proposes recognition of a Portland-Roseburg-Portland turnaround division to be utilized when expedient to do so and to initially be operated with Portland domiciled extra board drivers.



CHANGE OF OPERATIONS BEFOR THE JOINT WESTERN AREA COMMITTEE  
\* \* \* \* \*

Case # Pacific Motor Trucking Company  
11-8-4099

Change of Operations Locals involved: 85, San Francisco, California  
150, Sacramento, California  
224, Los Angeles, California  
287, San Jose, California  
386, Modesto, California  
431, Fresno, California  
439, Stockton, California  
468, Oakland, California

OUTLINE OF PRESENT OPERATIONS:

1. Local 85 - San Francisco

1. San Francisco - Redding or beyond - Monday-Wednesday-Friday.
2. San Francisco - Redding or beyond - Tuesday and Thursday.
3. San Francisco - Fresno - Monday through Friday - (S/L turn).
4. San Francisco - San Jose - Monday through Friday - (S/L turn).

4 bid drivers 2 extra board drivers 3 on layoff

2. Local 150 - Sacramento

BID RUNS

1. Sacramento - Oakland turnaround MAIL daily except Sunday.
2. Sacramento - Fresno turnaround MAIL 2 trips on 2 trips off.
3. Sacramento - Fresno turnaround MAIL 2 trips on 2 trips off.
4. Sacramento - Bakersfield layover on Sunday MAIL 1st out on turnaround schedules on Tuesday-Wednesday and Thursday.
5. Sacramento - Bakersfield layover MAIL Tuesday + Thursday.
6. Sacramento - Bakersfield layover MAIL Saturday + Monday.
7. Sacramento - Bakersfield layover MAIL Wednesday + Friday.
8. Sacramento - Oakland - San Francisco - Monday through Friday.
9. Sacramento - Bay Area - Santa Rosa - Modesto - Stockton and Marysville Area - Monday through Friday.
10. Sacramento - Medford on call basis (2 drivers)

11 bid drivers 6 extra board drivers 8 on layoff

3. Local 287 - San Jose

BID RUNS

1. San Jose - Oakland turnaround Monday through Friday.
2. San Jose to San Francisco turnaround Monday through Friday.
3. San Jose to Sacramento turnaround Sunday through Thursday.

3 bid drivers 2 extra board drivers

(Continued on following Page)

# CHANGE OF OPERATIONS BEFORE THE JOINT WESTERN AREA COMMITTEE

\* \* \* \* \*

Case # Pacific Motor Trucking (Continued)  
11-8-4099

Change of  
Operations

4. Local 431 - Fresno BID RUNS
  1. Fresno - Chico - Sunday - Tuesday - Thursday.
  2. Fresno - Chico - Monday and Wednesday.
  3. Fresno - Coast South - Monday - Wednesday + Friday.
  4. Fresno - Coast South - Tuesday and Thursday.
  5. Fresno - San Francisco - Sunday-Tuesday + Thursday.
  6. Fresno - San Francisco - Monday-Wednesday + Friday.
  7. Fresno - Los Angeles - Monday-Wednesday + Friday.
  8. Fresno - Los Angeles - Tuesday and Thursday.
  9. Fresno - Los Angeles MAIL - Sunday-Tuesday + Thursday.
  10. Fresno - Los Angeles MAIL - Monday-Wednesday + Friday.

10 bid drivers            2 extra board drivers       3 laid off

5. Local 386 - Modesto BID RUNS
  1. Modesto to Sacramento or Bay Area turnaround - Monday through Friday.

1 bid driver                            1 extra board driver

6. Local 439 - Stockton BID RUNS
  1. Stockton to Sacramento or Bay Area turnaround run - Monday through Friday.

1 bid driver

## PROPOSED OPERATIONS:

1. Local 85 - San Francisco

1 through 3 (Page 1) eliminate. Handle with returning drivers or transbay to Oakland for further movement.  
4 (Page 1). Handle with line drivers on drop and pick operation. Eliminate extra board.
2. Local 150 - Sacramento

1 through 7 (Page 1) . No change.  
8 (Page 1). Eliminate run and handle with returning drivers.  
9 (Page 1). No change.  
10 (Page 1) No change.
3. Local 287 - San Jose
  - 1 (Page 1). No change.
  - 2 (Page 1). Eliminate - Handle with existing drivers.
  - 3 (Page 1). No change.
  - 4 Eliminate extra board - cover extra work with existing drivers.

(Continued on following Page)



CHANGE OF OPERATIONS BEFORE THE JOINT WESTERN AREA COMMITTEE  
\* \* \* \* \*

Case # Pacific Motor Trucking (Continued)  
11-8-4099

Change of  
Operations

4. Local 431 - Fresno

1 and 2 (Page 2). No change.  
3 and 4 (Page 2). Eliminate and use drivers returning to Los Angeles.  
5 and 5 (Page 2). Eliminate and use turnaround Oakland-based drivers or drivers enroute from Los Angeles to Bay Area.  
7 and 8 (Page 2). Eliminate and use drivers returning to Los Angeles.  
9 and 10 (Page 2). No change.  
Eliminate extra board and handle work with existing drivers.

5. Local 386 - Modesto

1 (Page 2). Eliminate all line operations - handle with existing line drivers.

6. Local 439 - Stockton

1 (Page 2). Eliminate all line operations - handle freight with existing drivers.

Employee Opportunity:

Driver to be given job opportunity in local operations.  
(Note:) This driver presently maintains local seniority.

GENERAL:

- (1) Job opportunities will be afforded affected drivers in accordance with the contract on the basis of overall line seniority. Seniority shall be dovetailed.
- (2) There shall be no restrictions on drivers from dropping and picking loaded or empty equipment at terminals.
- (3) Drivers shall be dispatched in the following order:
  1. Foreign domiciled bid drivers.
  2. Local domiciled bid drivers.
  3. Foreign domiciled extra board drivers.
  4. Local domiciled extra board drivers.
- (4) Present mail and express schedules are not involved or affected by this proposed Change of Operations. In the event the company should lose any of these operations, the employees affected shall retain seniority at the terminal to which they are assigned.

CHANGE OF OPERATIONS BEFORE THE JOINT WESTERN AREA COMMITTEE  
\* \* \* \* \*

Case # Ringsby Truck Lines, Inc.  
11-8-4100

Change of Locals involved: 533, Sparks, Nevada  
Operations 631, Las Vegas, Nevada

Ringsby Truck Lines, a Division of The Ringsby System, proposes to change their operation between Reno and Las Vegas.

PRESENT OPERATION:

- (a) One schedule leaves Reno to Beatty 5 nights a week (Sunday/Monday/Tuesday/Wednesday and Thursday with freight destined for Las Vegas.
- (b) A Local 631 line driver stationed in Beatty moves the freight from Beatty to Las Vegas and return freight to Reno on a turnaround run between Beatty and Las Vegas.

PROPOSED OPERATION:

- (a) Cancel the turnaround run between Beatty and Las Vegas, and establish a direct run with the Reno-based drivers between Reno and Las Vegas.
- (b) Offer the present 631 driver now stationed in Beatty, employment in our Las Vegas local operation. The Company will pay his moving expenses in accordance with Union Contract.
- (c) The driver's seniority in Las Vegas to be established by the committee.



CHANGE OF OPERATIONS BEFORE THE JOINT WESTERN AREA COMMITTEE  
\* \* \* \* \*

Case # Walkup's Merchants Express  
11-8-4101

Change of Locals involved: 386, Modesto, California  
Operations 439, Stockton, California

Walkup's Merchants Express requests the right to make the following Change of Operations:

"The closing of our present Modesto terminal and the movement of the entire operation (office, short line and pick-up and delivery) to Stockton. This operational change will take effect with the completion of our new expanded terminal facility in Stockton, at approximately the first of the year."

CHANGE OF OPERATIONS BEFORE THE JOINT WESTERN AREA COMMITTEE  
\* \* \* \* \*

Case # Local 224, Los Angeles, California  
5-8-3719

Change of Company involved: Milne Truck Lines  
Operations

Clarification The following drivers at Milne Truck Lines are protesting the application of seniority which they were involved in under the Change of Operation granted Milne Truck Lines by the Joint Western Area Committee whereby in Case #5-8-3719 two men who were to be redomiciled in Los Angeles and were granted predecessor seniority Henry Carrillo, Frank Garcia and Edward Barragan are protesting this for the following reasons:

- (1) These drivers also had seniority with this predecessor Company and were not given their seniority with the predecessor Company.
- (2) Frank Garcia and Edward Barragan were with the predecessor Company before the two men from Yuma, Arizona who were granted theirs and by this decision this moves the two men from Yuma ahead of them on the seniority list. Local 180 therefore on behalf of these drivers is asking for a clarification of the decision in this case.

Case #SC-7-8-1362.

JSC Motion: That this case be referred to the Change of Operations Committee of the JWAC for clarification of Case #5-8-3719. Motion Carried.

Local 224 hereby requests a clarification of Change of Operations Case #9-489 heard in 1962 and Case #5-8-3719 with respect to the following:

Local 224 member Herschel Wright requests that his seniority date be changed on roster to comply with decision in Change of Operations Case #5-8-3719, contending that in 1963 when he and Teeters moved to Los Angeles from Yuma they were placed at bottom of seniority roster, and now two additional men have moved to Los Angeles and dovetailed with full seniority accrued from Wells Truckaway.

Local 224 on behalf of Bob Turley claims misdispatch on August 19, 1968. He is claiming \$12.50 difference in pay.

MAY, 1968 JWAC Action: That the operational change be approved as proposed by the Company, and since the two local unions involved have agreed to the principle of dovetailed seniority, the two Yuma drivers shall have their seniority dovetailed on the L. A. board on the basis of their full company seniority, including service with the predecessor company. This change shall be made not sooner than June 1, 1968. Motion Carried.

AUGUST, 1968 JWAC Action: In Case 5-8-3719, with regard to the clarification of the seniority issues raised by the parties, under the authority of Article 5, Section 7 of the National Master Freight Agreement it be the determination of this committee that the Company be directed to reconstruct its seniority list at Los Angeles on the following basis:  
(1) The Milne date of hire shall determine the respective positions on the seniority list, with the understanding that for all former Wells employees - - including Wright, McGinnis and Cunningham - that the date shall be January 9, 1959.



CHANGE OF OPERATIONS BEFORE THE JOINT WESTERN AREA COMMITTEE  
\* \* \* \* \*

Case # Local 224, Los Angeles, California (Continued)  
5-8-3719

Change of Company involved: Milne Truck Lines  
Operations

Clarifica- AUGUST, 1968 JWAC Action: (continued)  
tion

(2) As to the former Wells employees, among themselves, their former Wells seniority dates shall be used for determining their relative positions for layoff and work selection purposes. (3) The earliest date, either Wells or Milne, shall be used to determine length of vacations. (4) There shall be no retroactive application of this determination and no runaround or money claims shall result therefrom. (5) This decision shall be effective August 14, 1968, provided that the Company shall not be required to rebid until the next annual bid date, which is in December.

NOTE: August Southern California Motion is as follows:  
"That this case is referred to the Change of Operations Committee of the Joint Western Area Committee for clarification."

## DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE

\* \* \* \* \*

## COMMITTEE FOR LOCAL OPERATIONS:

#8-8-3930	on	(25)	Local: 208	Navajo Freight Lines
#8-8-3931	on	(26)	Local: 208	Navajo Freight Lines
#8-8-3940	S.W.D.	(27)	Local: 307	Salt Creek Freightways
#8-8-3944	P.P.	(28)	Local: 357	P.M.T.
#8-8-3945	P.P.	(29)	Local: 357	P.M.T. - TOFC Yard
#11-8-4102	on	(30)	Local: 2	Garrett Freightlines
#11-8-4103	P.P.	(31)	Local: 17	I. C. X.
#11-8-4104	"	(32)	Local: 17	Navajo Freight Lines
#11-8-4105	"	(33)	Local: 17	Navajo Freight Lines
#11-8-4106	"	(34)	Local: 17	Navajo Freight Lines
#11-8-4107	"	(35)	Local: 17	N.W. Transport Service
#11-8-4108	"	(36)	Local: 17	N.W. Transport Service
#11-8-4109	"	(37)	Local: 17	Red Ball Motor Freight
#11-8-4110	P.P.	(38)	Local: 17	Red Ball Motor Freight
#11-8-4111	on	(39)	Local: 81	LASME
#11-8-4112	on	(40)	Local: 81	United-Buckingham
#11-8-4113	on	(41)	Local: 208	City Transfer, Inc.
#11-8-4114	on	(42)	Local: 208	Cuz Transportation
#11-8-4115	Thursday on	(43)	Local: 208	Gilbert Carrier Corp.
#11-8-4116	on	(44)	Local: 208	Irish Truck Lines
#11-8-4117	wed on	(45)	Local: 208	National Trucking Co.
#11-8-4118	on	(46)	Local: 208	Union Pacific Motor Freight



DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE  
 \* \* \* \* \*  
 COMMITTEE FOR LOCAL OPERATIONS

#11-8-4119	<i>P.P.</i>	(47)	Local: 222	Arizona-Utah Express
#11-8-4120	<i>P.P.</i>	(48)	Local: 235	Consolidated Freightways Division of Inland Transportation
#11-8-4121	<i>Handwritten</i>	(49)	Local: 357- <i>208</i> <i>4/102</i>	Freight Transport
#11-8-4122	<i>en</i>	(50)	Local: 357	I. C. X.
#11-8-4123	<i>"</i>	(51)	Local: 357	I. C. X.
#11-8-4124	<i>"</i>	(52)	Local: 357	Milne Truck Lines
#11-8-4125	<i>"</i>	(53)	Local: 357	Milne Truck Lines
#11-8-4126	<i>"</i>	(54)	Local: 357	O. N. C.
#11-8-4127	<i>"</i>	(55)	Local: 357	Transcon Lines
#11-8-4128	<i>"</i>	(56)	Local: 357	Walkup's Merchants Express
#11-8-4129	<i>en</i>	(57)	Local: 431	P. M. T.
#11-8-4130	<i>en</i>	(58)	Local: 467	System 99
#11-8-4131	<i>en</i>	(59)	Local: 856	Delta Lines
#11-8-4132	<i>en</i>	(60) (62) (61) (63)	LEAVES OF ABSENCE	

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE  
 \* \* \* \* \*

Case # Local 208, Los Angeles, California, and  
 8-8-3930 Navajo Freight Lines

P & D This member has a seniority runaround where the Company  
 Dispute used a junior man, Darrell Tice, instead of Paul Olson from  
 February 19, 1968 for a two week period of time. This claim  
 is for the difference of early starts and/or any overtime made  
 by the junior man.

Case #SC-5-(4)-8-841.

JSC Motion: That based on the facts presented, the claim  
 of Paul Olson be allowed.

Deadlocked Southern California JSC May 1, 1968.

August, 1968 JWAC Action: M/m/s/c/ that this committee  
 retain jurisdiction over this case and the Employer is to  
 present bid sheets at the next regular session of the JWAC.



DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE  
\* \* \* \* \*

Case #  
8-8-3931

Local 208, Los Angeles, California, and  
Navajo Freightlines

P & D  
Dispute

On May 2, 1968 this member had his seniority violated as the Company took a bid lift gate driver (Darrell Tice) and put him on heavy-duty. This claim is for the difference in pay for the day.

Case #SC-6-8-1249.

JSC Motion: That the claim of Paul Olsen be allowed.

Deadlocked Southern California JSC July 3, 1968

August, 1968 JWAC Action: M/m/s/c/ that this committee retain jurisdiction over this case and the Employer is to present bid sheets at the next regular session of the JWAC.

Note: Cases #8-8-3930 and 8-8-3931 were heard together

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE  
\* \* \* \* \*

Case #  
8-8-3940

Local 307, Casper, Wyoming, and  
Salt Creek Freightways, Inc.

P & D  
Dispute

Robert Geboe claims one day's pay for work performed by  
a junior man in seniority on May 13, 1968.

Case #76.

JSC Motion: None given.

Deadlocked Colorado-Wyoming JSC June 5, 1968.

August, 1968 JWAC Action: Postponed.



DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE

\* \* \* \* \*

Case # Local 357, Los Angeles, California, and  
8-8-3944 Pacific Motor Trucking

P & D  
Dispute

CASE #1328: Complaint by J. F. Tamburelli. "I have been laid off since February 5, 1968 due to lack of business. On May 16, 1968, P.M.T. had a load of beef consigned to Gelding Meat Company, 2716 E. Vernon Ave. Local 208 driver and Arturo Galan, 357 swamper, were dispatched with a load. At approximately 11:15 a.m. Galan started to unload. After about 20 minutes, Mr. Gelding of Gelding Meat Company said Galan wasn't unloading fast enough. Business Agent, Jack Valoff was present. He told P.M.T. Supervisor Cox to call P.M.T. for more help, but he refused to do so. Cox said he was going to put on two men from Vernon Unloading Service. Valoff told Cox if he did instead of calling P.M.T. for help, that he would have to pay two 357 men that were laid off 8 hours each. Cox replied he understood this; he then told Vernon Unloading Service to finish unloading the beef. They put four men in the trailer to finish unloading.

I am asking 8 hours pay for P.M.T. using Vernon Unloading Service men in my stead. I was available for work and not called. Amount requested - \$30.30.

A similar complaint is filed in behalf of S. R. Press for 8 hours pay. (Case #1330).

Cases #SC-7-8-1328 and 1330.

JSC Motion: That based on the facts presented in this case the claim of the Union be upheld.

Deadlocked Southern California JSC July 9, 1968.

August, 1968 JWAC Action: Postponed

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE  
\* \* \* \* \*

Case #                      Local 357, Los Angeles, California, and  
8-8-3945                    Pacific Motor Trucking - TOFC Yard

P & D                      CASE #1041: For and on Behalf of: S. Press - "On 4-8-68  
Dispute                    M. Lazeby, P.M.T. driver, was dispatched to Rath Packing at  
2809 E. 44th Street, Vernon, California, with a load of bacon  
fats and was told by dispatcher to hire two non-Union men of the  
unloading service to work the load. The P.M.T. driver hired the  
two non-Union men. I am claiming 8 hours pay at \$31.16 for doing  
my work which P.M.T. failed to call me for.

CASE #1042: - For and on behalf of: J. Tamburelli: "On  
4-8-68, Mr. Lazenby, P.M.T. driver, was dispatched to Rath  
Packing at 2809 E. 44th Street, Vernon, California with a load  
of bacon fats and was told by dispatcher to hire two non-Union  
men of the unloading service to do our work. The P.M.T. driver  
hired the two non-Union men. I am claiming 8 hours pay in the  
amount of \$31.16 for doing my work which P.M.T. failed to call  
me for.

Cases #SC-6-(5)-8-1041 and 1042.

JSC Motion: That based on the facts presented in this case  
the claim of the Union be upheld.

Deadlocked Southern California JSC June 5, 1968.

August, 1968 JWAC Action:      Postponed.



DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE  
\* \* \* \* \*

Case # Local 2, Butte, Montana, and  
11-8-4102 Garrett Freightlines

P + D Request 5 hours pay at time and one-half for work performed  
Dispute by a casual who was called to work before Thomas Harvey.

Union position is that the two casuals were called on Monday morning, July 17, 1968 at 7:00 a.m. Thomas Harvey, a regular employee was called in at noon on the same date. Mr. Harvey has a Tuesday - Saturday bid shift and it is the Union's position that Harvey should have been called at 7:00 a.m. when the casuals were called in.

Employer stated that the two casuals were called at 7:00 a.m. and that Harvey came in at noon as stated by the Union. Harvey was called at noon to take the place of Mr. Goforth who had been on vacation and was scheduled to go to work at noon. When it became known by the Terminal Manager that Mr. Goforth would not be available, then Mr. Harvey was called to work at noon Monday and worked at the regular shift that Mr. Goforth would have worked.

Case #M-850.

JSC Motion: That in Case M-850 the Union's position be upheld.

Deadlocked Montana JSC October 18, 1968.

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE  
\* \* \* \* \*

Case # Local 17, Denver, Colorado, and  
11-8-4103 Illinois - California Express

P + D Robert Johnson claiming one hour early call in for a bid  
Dispute vacation.

Case #74.

JSC Motion: None given.

Deadlocked Colorado-Wyoming JSC October 2, 1968.



DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE  
\* \* \* \* \*

Case #  
11-8-4104

Local 17, Denver, Colorado, and  
Navajo Freight Lines, Inc.

P + D  
Dispute

Teamsters Local 17 is filing in behalf of 20% employees  
D. Talbot - R. Everley - H. Wren - M. Trujillo -  
L. Hodges - H. Gandora, who were worked on Saturday,  
July 6, 1968 and were paid straight time.

Case #53.

JSC Motion: None given .

Deadlocked Colorado-Wyoming JSC August 7, 1968.

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE  
\* \* \* \* \*

Case #  
11-8-4105

Local 17, Denver, Colorado, and  
Navajo Freight Lines, Inc.

P + D  
Dispute

L. C. Gariepy worked 6 days, the week ending June 1st and  
was paid regular time, which should have been at time and  
one half.

Donald Talbot worked Saturday, June 1, 1968. This was  
his 6th day of the week and he was paid straight time for the  
day. Should have been paid at the rate of time and one half.

Cases #40 and 42.

JSC Motion: None given.

Deadlocked Colorado-Wyoming JSC August 7, 1968.



DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE  
\* \* \* \* \*

Case # Local 17, Denver, Colorado, and  
11-8-4106 Navajo Freight Lines, Inc.

P + D Local 17 is filing in behalf of L. Gariepy for work performed  
Dispute on Saturday, July 6, 1968. Pay claim of \$14.92.

Case #54.

JSC Motion: None given.

Deadlocked Colorado, Wyoming JSC August 7, 1968.

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE  
\* \* \* \* \*

Case # Local 17, Denver, Colorado, and  
11-8-4107 N. W. Transport Service

P + D On July 18, 1968, non-Union employee Gerald Johnson backed  
Dispute pickup unit #1-36 into the dock and unloaded freight. Grievance  
is hereby being filed by the local in the name of member  
Thomas Butler, the senior non-working member.

Case #16.

JSC Motion: None given.

Deadlocked October 2, 1968.



DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE  
\* \* \* \* \*

Case # Local 17, Denver, Colorado, and  
11-8-4108 N. W. Transport Service

P + D Lee Gonzales is protesting the violation of his seniority rights.  
Dispute Pay claim is for \$11.04, August 23, 1968.

Also claiming violation of his seniority rights for August  
26, 1968 (\$11.04)

Cases #56 and #57.

JSC Motions: None given.

Deadlocked Colorado-Wyoming JSC October 2, 1968.

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE

\* \* \* \* \*

Case # Local 17, Denver, Colorado, and  
11-8-4109 Red Ball Motor Freight, Inc.

P + D Local 17 is requesting the 4th of July, holiday pay for the  
Dispute following employees:

Dennis Hove	Phil Bissell
Bryon Holmes	Wm. Skeen
Howard Heister	Andy Herrebout
Bart Gates	Paul Beshara
Wm. Clark	

Cases #10 and #17.

JSC Motion: None given.

Deadlocked Colorado-Wyoming JSC October 2, 1968.



DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE  
\* \* \* \* \*

Case #  
11-8-4110

Local 17, Denver, Colorado, and  
Red Ball Motor Freight, Inc.

P - D  
Dispute

D. R. Bolin is filing pay claim for \$9.32 . Bob Bernett a  
casual worked and deprived Bolin of his overtime.

Case #64.

JSC Motion: None given.

Deadlocked Colorado, Wyoming JSC August 7, 1968.

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE

\* \* \* \* \*

Case # Local 81, Portland, Oregon, and  
11-8-4111 Los Angeles-Seattle Motor Express

P + D Local 81 is in dispute with Los Angeles-Seattle Motor Express  
Dispute over the seniority violation involving premium day work on  
Saturday, June 22, 1968, for employee Leonard Woods.

The Union contends that on the day in question the Company called in three heavy-duty men and one dock worker. The Company worked Sackett a heavy-duty man senior to Woods doing dock work until late in the afternoon at which time he did heavy-duty work. Two heavy-duty men junior to Woods did heavy-duty work.

The Union contends the Company should not have worked one of the heavy-duty men junior to Woods and that Sackett should have been doing the work the junior man did and Woods should have been doing the dock work. The Union is asking the Company to pay the premium day rate of pay to Mr. Woods for the dock work performed on the day in question.

The Company contends that Leonard Woods does not qualify to do the heavy-duty work that Sackett did and that there was more heavy duty work than could be done by the two men junior to Woods. Therefore, the Company does not feel Woods should have been called in on the premium day since he did not qualify for heavy-duty.

Case #1134.

JSC Motion: That the Union's position be denied based on the facts presented.

Deadlocked Oregon JSC August 5, 1968.



DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE  
\* \* \* \* \*

Case # Local 81, Portland, Oregon, and  
11-8-4112 United-Buckingham Freightlines

P + D Local 81 is in dispute with United Buckingham over a seniority  
Dispute violation claim involving Saturday work for Guy LaRue on  
August 24, 1968.

The Union contends that on the day in question, the Company claims to have tried to contact Mr. LaRue and after dialing the number a recording stated, sorry, the number you have dialed has been disconnected.

The Union contends that when checking with the phone company regarding the recording they were told that at no time had Mr. LaRue's phone been out of order or disconnected. The Union could not get a written statement from the supervisor contact (Mrs. Siebert) however, she did agree to talk to a member of the panel at the time the case was heard and give him the same statement.

The Union feels that the Company was not dialing the correct number and since a man junior to Mr. LaRue was worked, the claim should be paid in the amount earned by the junior man.

The Company contends that on August 24, 1968, the regular dispatcher was not working and the Company had three supervisors going through the seniority list calling the men to work. When a number was busy or no answer, the list was given to another supervisor to try again. The Company contends that Mr. LaRue's number was tried by all three supervisors and all three received the same recorded answer.

The Company does not feel that the claim should be paid since an effort to contact Mr. LaRue had been made three times.

Case #1168.

JSC Motion: That the Union's claim be denied.

Deadlocked Oregon JSC October 7, 1968.

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE  
\* \* \* \* \*

Case #  
11-8-4113

Local 208, Los Angeles, California, and  
City Transfer, Inc.

P + D  
Dispute

Local 208 claims entitlement to a day's premium pay (\$48.24) for A. C. Fink, Brose Leach and Al Greenfield all of whom were displaced on the rotation wheel May 5, 1968, when Company elected to work Segrest, Harmon and Horton in their stead.

Case #SC-8-(7)-8-1388.

JSC Motion: That the claim of the Union be allowed.

Deadlocked Southern California JSC August 7, 1968.



DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE  
\* \* \* \* \*

Case #  
11-8-4114

Local 208, Los Angeles, California, and  
Cuz Transportation, Inc.

P + D  
Dispute

On June 13, 1968 Company didn't use this member but used  
other members and employee with less seniority; also, on  
another day the same thing happened.

This claim is for the two days that this occurred, plus  
any overtime the junior people may have received.

Case #SC-8-8-1566.

JSC Motion: That the claim of John L. Matkin be denied.

Deadlocked Southern California JSC August 8, 1968.

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE

\* \* \* \* \*

Case #  
11-8-4115

Local 208, Los Angeles, California, and  
Gilbert Carrier Corporation

P - D  
Dispute

The Union claims that the Company did not pay the drivers  
the right amount of monies due them for the week of May 27th.

Case amended July 1, 1968 to include the following:

"This grievance pertains to the way the Company paid their  
employees for work done during the Memorial Day week."

Case #SC-8-(7)-8-1392.

JSC Motion: That inasmuch as the Rider is silent regarding  
holidays, the Company is properly applying Article 50 of  
the W.S.A. Pick-Up + Delivery Supplemental Agreement on a  
32-hour guarantee for weeks in which a holiday falls.

Deadlocked Southern California JSC August 6, 1968.



DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE  
\* \* \* \* \*

Case # Local 208, Los Angeles, California, and  
11-8-4116 Irish Truck Lines, Inc.

P + D This member has a bid 10:00 a.m. heavy-duty shag run and on  
Dispute June 12th and 13th was paid heavy-duty. This member was  
not paid for other days as heavy-duty and is entitled to same.

This claim is for all days he is entitled to the heavy-duty  
pay.

Case #SC-8-8-1576.

JSC Motion: That the claim of B. D. Dickenson be denied.

Deadlocked Southern California JSC August 8, 1968.

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE  
\* \* \* \* \*

Case #  
11-8-4117

Local 208, Los Angeles, California, and  
National Trucking Company

P + D  
Dispute

Local 208 on behalf of Paul Glaser claims entitlement to a day's pay (\$32.16) for date of May 6, 1968, when Company elected to lay him off and use a person with no seniority status in his stead.

Case #SC-9-(7)-8-1412.

JSC Motion: That based on the testimony presented, the claim of Paul Glaser be denied.

Deadlocked Southern California JSC September 12, 1968.



DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE  
\* \* \* \* \*

Case #  
11-8-4118

Local 208, Los Angeles, California, and  
Union Pacific Motor Freight

P + D  
Dispute

Robert Glass and Fred Bruner worked two hours on July 4, 1968. Company refused to pay them the premium pay. Therefore, claim is for 2 hours at \$8.04 per hour for each man, for a total claim in the amount of \$32.16.

Case #SC--8-8-1611.

JSC Motion: That the claim of Glass and Bruner be allowed.

Deadlocked Southern California JSC August 9, 1968.

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE  
\* \* \* \* \*

Case #  
11-8-4119

Local 222, Salt Lake City, Utah, and  
Arizona-Utah Express

P + D  
Dispute

The Company recently acquired a new terminal in Salt Lake City. On Saturday, September 14, 1968, when the new terminal was not otherwise open for business the day shift lead man, Frank Dipitro (seniority date 11-22-55) and the afternoon shift lead man, Bruce Williams (seniority date 3-7-66) both Teamster members in the bargaining unit, were at the new terminal laying out the dock, painting lines and getting things ready for beginning operations. While they were working, a customer, Rubber Engineering Co. saw the dock open and dropped off 5 cartons of freight totaling 1400 pounds. Williams, upon instructions of Dipitro, accepted the freight and signed for it.

The Union claims eight hours at overtime rate for Richard P. Sorensen, a pick-up driver who is junior to Dipitro (and two other employees who did not work) but who is senior to Williams.

Case #1332 (Oct. 68-8)

JSC Motion: That the Union's claim be upheld.

Deadlocked Utah-Idaho JSC October 9, 1968.



DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE  
\* \* \* \* \*

Case #                      Local 235, Orange, California, and  
11-8-4120                      Consolidated Freightways

Office                      Local 235 contends there are 7 people at Company's Orange  
Dispute                      terminal. Work is intermingled between PUD Office and  
                                 line office work and claim seniority list should contain 7  
                                 names.

Case #SC-8-8-1456.

JSC Motion: That the claim of the Union be upheld and that  
the other five people be included on the seniority list.

Deadlocked Southern California JSC August 6, 1968.

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE  
\* \* \* \* \*

Case #  
11-8-4121

Local 357, Los Angeles, California, and  
Freight Transport  
Dependable Truck

P + D  
Dispute

FOR AND ON BEHALF OF: Jean King - Office; Sergio Castro,  
Dock, Frank Lamar - Dock; and Nick Rodriguez - Dock.

Money, Seniority and Fringe benefits claim is made on behalf  
of these employees, members of Local 357.

Freight Transport failed to abide by Article 1 and 5 of the  
National Master Freight Agreement by selling trucks and equip-  
ment to Dependable Truck Company and assigning certain accounts  
to go to Dependable Truck with the equipment, thereby depriving  
the above employees work opportunities as provided under the  
National Master Freight Agreement and Supplement thereto.  
Money claim with all other rights are hereby claimed for under  
Article 43, Section 5.

Further claim is made on behalf of Jean King wherein the  
Company has failed to abide by the JWC Case #8-8-3942 claim  
of Miss King was allowed.

Case #SC-10-8-1845.

JSC Motion: That Freight Transport and Dependable Trucking  
are party to the National Master Freight Agreement and Article  
1 shall apply, therefore, the claim of the Union be allowed.

Deadlocked Southern California JSC October 8, 1968.



DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE  
\* \* \* \* \*

Case # Local 357, Los Angeles, California, and  
11-8-4122 Illinois - California Express

P + D For and on behalf of: Zigmunt Stepien: "I was told to call  
Dispute the Company on Thursday June 6, 1968 to see if there was any  
work and that Joe said to report at 1:30 on Friday, June 7, 1968.  
On Thursday, June 6, 1968 on the swing shift there were two  
casual workers put to work.

I am filing for 8 hours since the Company cannot deprive a  
regular employee of a days work and put casuals to work.

Filing for 8 hours in the amount of \$31.16."

Case #SC-9-(8)-8-1530.

JSC Motion: That the claim of Z. Stepien be upheld.

Deadlocked Southern California JSC September 9, 1968.

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE

Case #  
11-8-4123

Local 357, Los Angeles, California, and  
Illinois - California Express

P + D  
Dispute

For and on behalf of - Jesse Ortega: On July 18, 1968 I left for work at 4:30 p.m., that is the same time I leave every day, and was involved in a minor accident on the Long Beach Freeway. By the time the matter was settled I arrived to work at 5:23 p.m., that is, 8 minutes after the tardiness period. Ray Criswell said that it was too late, and that I could not work, so I asked my steward and he asked why I did not call in. It was not possible for me to call, so I reported for work.

I am asking for 8 hours pay in the amount of \$30.90.

Case #SC-9-8-1659.

JSC Motion: That the claim of Jesse Ortega be denied.

Deadlocked Southern California JSC September 9, 1968.



DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE  
\* \* \* \* \*

Case #  
11-8-4124

Local 357, Los Angeles, California, and  
Milne Truck Lines

P + D  
Dispute

For and on behalf of: Ronald Allen. "On August 7, 1968 I was in the process of operating the tow-motor when I was told to go home and leave the work as it is. After I left they put John Sutcliffe, a man that does not have a bid on my job, doing the work I had already started. This work was done between 12:30 and 1:55. I am requesting one hour and 30 minutes in the amount of \$8.90.

Case #SC-10-8-1858.

JSC Motion: That inasmuch as Ronald Allen is a bid tow-motor operator, the assignment of a senior checker-loader who was qualified as a tow-motor operator was improper, therefore, the claim of Ronald Allen be allowed.

Deadlocked Southern California JSC October 9, 1968.

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE  
\* \* \* \* \*

Case # Local 357, Los Angeles, California, and  
11-8-4125 Milne Truck Lines

P - D For and on Behalf of: Alfred Martin. "I have the bid swamper  
Dispute job at Milne and I feel that there was a wrong done me in sending  
a casual man to do a job that I usually cover.

Richard Benensohn went to help Downer load trailer #8900-8853  
at Ford Motors on August 21, 1968, from 10:00 a.m. until  
6:30 p.m. My time is up at 2:00 p.m. This cut me out of  
4-1/2 hours overtime.

I am requesting 4-1/2 hours overtime in the amount of \$26.29.

Case #SC-10-8-1862.

JSC Motion: That based on the decision in JWC Case  
#2-2-167 the claim of Alfred Martin be denied.

Deadlocked Southern California JSC October 9, 1968.



DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE  
\* \* \* \* \*

Case # Local 357, Los Angeles, California, and  
11-8-4126 O.N.C. Motor Freight System

P + D For and on Behalf of: Local 357: Local 357 members, Dock  
Dispute employees of O.N.C. are protesting the action of O.N.C. where  
the Company is assigning and instructing members of another  
Local Union, Employees of O.N.C. to perform work that should  
be done by members of Local 357. We are referring to Route  
Clerk and Blocking Clerks, Rider Agreement adopted JWC  
May 9, 1962 and Western States Area Pick-Up and Delivery  
Local Cartage and Dock Workers Supplemental Agreement,  
named employers listed on Page 2-3 of attached agreement.

Case #SC-10-8-1867.

JSC Motion: That the claim of the Union be allowed.

Deadlocked Southern California JSC October 9, 1968.

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE  
\* \* \* \* \*

Case # Local 357, Los Angeles, California, and  
11-8-4127 Transcon Lines - Rivera

P - D FOR AND ON BEHALF OF: Joe Woodard. "On September 2/68  
Dispute no one was supposed to work that day which was posted on the  
board and on the same day one crew came in with tractor #4623  
and trailer #9214 arrived at 16:45 and left with McKinney trailer  
146 at 19:15.

I feel I should be paid for work performed by the other man.  
I am requesting 8 hours triple time in the amount of \$96.48.

Case #SC-10-8-1876.

JSC Motion: That the claim of Joe Woodard be allowed.

Deadlocked Southern California JSC October 9, 1968.



DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE  
\* \* \* \* \*

Case #                      Local 357, Los Angeles, California, and  
11-8-4128                      Walkup's Merchants Express

P + D                      CASE #1674: For and on behalf of: Raymond Holbrook.  
Dispute                      "On Monday, July 8, 1968, I was driving to work when my car  
developed engine trouble. I immediately telephoned my supervisor  
telling him of my misfortune. He told me do not report for work  
go back home, we cannot allow you to be late. On July 15, 1968,  
Jesse Wilson clocked in for work at 2:12 p.m. which was 42 minutes  
late. On July 18, 1968, supervisor Sylvester clocked in Lopez  
who called and said he would be late. Sylvester said you are worth  
clocking in, some of the others are not.

I am hereby claiming 8 hours pay for July 8, 1968 in the amount  
of \$31.16."

CASE #1676: For and on behalf of: Alex Bernal.  
"On July 15, 1968 I called the Company at 5:20 a.m. stating I  
would be late for work and was told by the supervisor not to report  
for work since I would be over 30 minutes late, yet Jesse Wilson  
was 42 minutes late and he worked all day. The supervisor  
punched another man's card (Lopez) who would have been more  
than half an hour late. I am requesting 8 hours pay in the amount  
of \$31.72 for July 15, 1968 when they would not let me work."

Cases #SC-10-(9)-8-1674 and 1676.

JSC Motion: That the claims of Holbrook and Bernal be denied.

Deadlocked Southern California JSC October 9, 1968.

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE  
\* \* \* \* \*

Case # Local 431, Fresno, California, and  
11-8-4129 Pacific Motor Trucking

P + D Union claims time for Lloyd Rice and any and all drivers  
Dispute who were not paid for time traveled from Fresno terminal  
to Huron, Mendota and Firebaugh and return time - 45  
days retro.

Case #CV-98-2188.

JSC Motion: That the men are to be paid from the time  
they report at their home terminal until they are relieved  
from duty at their home terminal.

Deadlocked California Valley JSC (no date of action given)



DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE  
\* \* \* \* \*

Case #                      Local 467, San Bernardino, California, and  
11-8-4130                   System 99

Office                      Local 467 hereby files a grievance against System 99 under  
Dispute                      Article 43, Section 5 of the Western States Area Office Supplemental  
                                 Agreement on behalf of Marie Sanders.

The Company is in violation of Article 48, Section 5 and Article  
42, Section 4 of the Office Supplement.

On August 30, 1968 the Company laid Marie Sanders off and  
transferred the work from Blythe to Los Angeles, California.

Case #SC-10-8-1805.

JSC Motion:    That Marie Sanders be returned to work with  
full seniority and compensated for all time lost.

Deadlocked Southern California JSC October 7, 1968.

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE  
\* \* \* \* \*

Case # Local 856, San Francisco, California, and  
11-8-4131 Delta Lines, Inc.

Office Union claims 5 employees, Loretta Johnson, Waylene Platt,  
Dispute Charlotte Sweeter, Candie Doren, and June Packett, are  
classified as Grade III Subsidiary Ledger Bookkeepers and  
should be reclassified as Grade IV, Cashiers (Interline Cashiers)

Union claimed that grievants performed the duties of Grade  
IV Cashier.

Company maintained that no cash was handled by grievants  
and actual deposits were made out by the Accountant.  
Company claimed grievants were properly classified as  
Grade III.

Case #CB-2728.

JSC Motion: That the grievants be reclassified as Group  
IV and that the money claim be retroactive to 45 days of  
date of filing.

Deadlocked California Bay JSC October 15, 1968.



REQUESTS TO THE JWAC FOR APPROVAL OF LEAVES OF ABSENCE

\* \* \* \* \*

Case # 11-8-4132	L-680	<u>JERRY ANDRADE</u> , member of Local 208, Los Angeles, California. Employee of West Coast Cartage Company, Inc. Request is for a period of 90 days, effective August 23/68, for the purpose of assisting Mike Lopez, General Manager, as a Supervisor.
	L-681	<u>JAMES D. JOHNSON</u> , member of Local 208, Los Angeles, California. Employee of Smith Transportation Co. Request is for a period of 90 days, effective August 15, 1968, for the purpose of trying out for a Dispatchers job.
	L-682	<u>PASQUAL ALEXANDRE</u> , member of Local 208, Los Angeles, California. Employee of City Transfer, Inc. Request is for a period of 90 days, effective August 9, 1968, for the purpose of working for company in capacity of Dispatcher.
	L-683	<u>MERIL G. GRAY, JR.</u> , member of Local 208, Los Angeles, California. Employee of Transport Cartage + Distributing. Request is for a period of 90 days, effective August 1, 1968, for the purpose of taking an exempt position on a trial basis with the company.
	L-684	<u>SAMUAL J. HOWARD</u> , member of Local 208, Los Angeles, California. Employee of Pacific Motor Trucking Company. Request is for a period of 90 days, effective August 5, 1968, for the purpose of Supervisory work.
	L-685	<u>TREJO KIMBALL</u> , member of Local 357, Los Angeles, California. Employee of March Transport Company. Request is for a period of 90 days, effective August 12, 1968, for the purpose of going on salary to replace a Supervisor on sick leave.
	L-686	<u>JAMES W. SNEED</u> , member of Local 235, Orange, California. Employee of City Transfer, Inc. Request is for a period of 90 days, effective August 1, 1968, for the purpose of taking position of Dispatcher.

(Continued)



REQUESTS TO THE JWAC FOR APPROVAL OF LEAVES OF ABSENCE

\* \* \* \* \*

Case # 11-8-4132	L-687	<u>RAY BEATTY</u> , member of Local 81, Portland, Oregon. Employee of Transport Service. Request is for a period of 90 days, effective September 9, 1968 for the purpose of working in the shop, moving equipment and maintain his seniority on the Over-The-Road board.
	L-688	<u>THOMAS R. COMP</u> , member of Local 357, Los Angeles, California. Employee of Transcon Lines. Request is for a period of 90 days, effective September 3, 1968, for the purpose of accepting position with Transcon Lines not covered by this agreement.
	L-689	<u>GARY E. GOODWIN</u> , member of Local 357, Los Angeles, California. Employee of Willig Freight Lines. Request is for a period of 90 days, effective August 26, 1968, for the purpose of taking a Foreman's job with the company.
	L-690	<u>JETHRO JACKSON</u> , member of Local 357, Los Angeles, California. Employee of Wescar Terminals, Inc. Request is for a period of 90 days, effective September 15, 1968, for the purpose of accepting job as a Supervisor.
	L-691	<u>FREDRICK L. MULLINS</u> , member of Local 208, Los Angeles, California. Employee of West Coast Cartage Company, Inc. Request is for a period of 30 days, effective September 16, 1968, for the purpose of accepting job as Supervisor of Operations.
	L-692	<u>SAMUEL RAMER</u> , member of Local 208, Los Angeles, California. Employee of Valley Copperstate System. Request is for a period of 90 days, effective August 15/68 for the purpose of accepting a Dispatcher's position.
	L-693	<u>LAWRENCE V. REICKENBACKER</u> , member of Local 208, Los Angeles, California. Employee of Valley Motor Lines. Request is for a period of 90 days, effective September 15, 1968, for the purpose of accepting job as Dispatcher.
	L-694	<u>KENNETH F. RODGERS</u> , member of Local 856, San Francisco, California. Employee of O. N. C. Motor Freight System. Request is for a period of 90 days, effective August 20, 1968, for the purpose of continuing to work for the company performing duties which do not fall under the classification of work covered by the contract.
	L-695	<u>MELVIN C. SMITH</u> , member of Local 898, El Centro, California. Employee of Imperial Truck Lines, Inc. Request is for a period of 90 days, effective September 1/68, for the purpose of working as a Business Representative for Local 898.
	L-696	<u>JOHN TEMPLE</u> , member of Local 208, Los Angeles, California. Employee of States Warehouses, Inc. Request is for a period of 90 days, effective September 1, 1968, for the purpose of an opportunity to become part of the Management with the company. NOTE: A 90 days Leave was granted at the May, 1967 JWAC Meeting - Case #5-7-2976 - L-543, commencing February 20, 1967.



REQUESTS TO THE JWAC FOR APPROVAL OF LEAVES OF ABSENCE  
 \* \* \* \* \*

Case # 11-8-4132	L-697	<u>JOHN McNEES</u> , member of Local 17, Denver, Colorado. Employee of P.I.E. Request is for a period of 35 days, effective September 16, 1968 for the purpose of performing duties of City Dispatcher.
	L-698	<u>TOM CERJANCE</u> , member of Local 741, Seattle, Wash. Employee of United-Buckingham Freight Lines. Request is for a period of 90 days, effective September 9, 1968, for the purpose of heavy-duty dispatcher. Shall not engage or take part in any collective bargaining unit work during the 90 day leave.
	L-699	<u>GEORGE L. ROSS</u> , member of Local 357, Los Angeles, California. Employee of I.C.X. Request is for a period of 90 days, effective September 3, 1968, for the purpose of working as a Dispatcher.
	L-700	<u>BEN FOSTER</u> , member of Local 741, Seattle, Wash. Employee of United-Buckingham Freight Lines. Request is for a period of 90 days, effective November 1, 1968, for the purpose of working at another type of job other than driving, and being day work.
	L-701	<u>RAYMOND MYDLAND</u> , member of Local 741, Seattle, Wash. Employee of United-Buckingham Freight Lines. Request is for a period of 90 days, effective October 7, 1968, for the purpose of Dock Supervisor.
	L-702	<u>JOHN BECHTOLD</u> , member of Local 81, Portland, Oregon. Employee of Pacific Motor Trucking. Request is for a period of 90 days, effective October 21, 1968, for the purpose of taking a position as Dispatcher.
	L-703	<u>MEL E. SIMMONS</u> , member of Local 692, Long Beach, California. Employee of Owl Truck Company. Request is for a period of 45 days, effective October 16, 1968, for the purpose of Supervisory capacity - job location outside Local 692 jurisdiction.
	L-704	<u>LEO P. GRAVES</u> , member of Local 208, Los Angeles, California. Employee of Dependable Trucking. Request is for a period of 30 days, effective September 25, 1968, for the purpose of taking position with Company as Shop Superintendent.
	L-705	<u>ROBERT A. BERNARDI</u> , member of Local 81, Portland, Oregon. Employee of Pacific Motor Trucking. Request is for a period of 90 days, effective September 3, 1968, for the purpose of taking a salaried position with company.
	L-706	<u>JOHN MAY</u> , member of Local 81, Portland, Oregon. Employee of Pacific Intermountain Express. Request is for a period of 90 days, effective September 23, 1968, for the purpose of taking a Dispatcher's position.

(Continued)

REQUESTS TO THE JWAC FOR APPROVAL OF LEAVES OF ABSENCE  
\* \* \* \* \*

Case # 11-8-4132	L-707	<u>HUBERT BRESHEARS</u> , member of Local 81, Portland, Oregon. Employee of Pacific Motor Trucking. Request is for a period of 90 days, effective October 1, 1968, for the purpose of taking a Dispatcher's position.
	L-708	<u>PERRY McDANIELS</u> , member of Local 81, Portland, Oregon. Employee of Transport Service. Request is for a period of 90 days, effective October 7, 1968, for the purpose of working for company in a different capacity. The man will retain his seniority.
	L-709	<u>WHEELER HOLMES</u> , member of Local 357, Los Angeles, California. Employee of Smith Transportation Co. Request is for a period of 90 days, effective October 7/68, for the purpose of trying out for Dock Foreman's position.



DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE

MAIN COMMITTEE:

#11-7-3422	P.P. (64) on	Local 468 P. M. T.	P.P.	OTR Dispute
#2-8-3596	Heard (65) on <sup>Trucking</sup>	Local 190 N.P. Transport	Heard	Clarification
#2-8-3618	P.P. (66) on	Local: 468 O. N. C.	P.P.	OTR Dispute
#5-8-3791	Improper <sup>Back to</sup> (67) on <sup>wed</sup>	Local: 224 Walkup's Merchants	Improper	OTR Dispute
#5-8-3798	<del>Not before this</del> (68) P.P.	Local: 439 Molasses Truck Service	P.P.	Tanker Dispute
#5-8-3809	Heard (69) on	Locals: 180-492 Navajo Freight Lines	Heard	OTR Dispute
#5-8-3831	P.P. (70) P.P.	Local: 961 Navajo Freight Lines	P.P.	OTR Dispute
#5-8-3832	P.P. (71) P.P.	Local: 961 Navajo Freight Lines	P.P.	OTR Dispute
#5-8-3834	P.P. (72) P.P.	Local: 961 Navajo Freight Lines	P.P.	OTR Dispute
#5-8-3835	P.P. (73) P.P.	Local: 961 Navajo Freight Lines	P.P.	OTR Dispute
#5-8-3836	P.P. (74) P.P.	Local: 961 Navajo Freight Lines	P.P.	OTR Dispute
#5-8-3837	P.P. (75) P.P.	Local: 961 Navajo Freight Lines	P.P.	OTR Dispute
#5-8-3883	W.D. (76) W.D.	Local: 741 Portland-Seattle Freight	W.D.	OTR Dispute
#8-8-3965	Heard (77) on	Local: 81 Interstate Motor Lines	Heard	P+D Interpretation X
#8-8-3968	Heard (78) on	Monarch Institutional Foods-Div. of Consolidated Foods Local: 85	Heard	MASTER Dispute
#8-8-3990	S.W.D. (79) on <sup>wed</sup>	Local: 224 Milne Truck Lines	S.W.D.	OTR Dispute
#8-8-3995	Heard (80) on	Local: 255 Consolidated Freightways	Heard	Automotive Dispute
#8-8-3996	Heard (81) on	Local: 255 O. N. C.	Heard	Automotive Dispute
#8-8-3997	S.W.D. (82) on	Local: 255 O. N. C.		Automotive Dispute
#8-8-4015	W.D. (83) on	Local: 542 Mueller Truck	W.D.	OTR Dispute
#8-8-4026	P.P. (84) P.P.	Local: 961 DC International	P.P.	Automotive Dispute
#8-8-4027	P.P. (85) P.P.	Local: 961 Navajo Freight Lines	P.P.	OTR Dispute



DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE

MAIN COMMITTEE:

#8-8-4079	<i>Heard</i> (86)	<i>on</i>	Local: 208 So-Cal Motor Freight	<i>was April 1, as transcript said.</i>	Clarification
#11-8-4133	<i>P.P.</i> (87)	<i>P.P.</i>	Local: 2 N. P. Transport		OTR Dispute
#11-8-4134	<i>P.P.</i> (88)	<i>P.P.</i>	Local: 17 Santa Fe Trail		Master Dispute
#11-8-4135	<i>Heard</i> (89)	<i>P.P.</i>	Locals: 17-146-961 I. C. X.		Master Dispute
#11-8-4136	<i>Heard</i> (90)	<i>was on</i>	Locals: 31-231-741 Lynden Transfer		Interpretation
#11-8-4137	<i>W.D.</i> (91)	<i>was on</i>	Local: 44 Consolidated Freightways		Automotive Dispute
#11-8-4138	<i>W.D.</i> (92)	<i>was on</i>	Local: 45 Consolidated-Bulk Commodities		Tanker Dispute
#11-8-4139	<i>W.D.</i> (93)	<i>was on</i>	Local: 57 P. M. T.		OTR Dispute
#11-8-4140	<i>W.D.</i> (94)	<i>was on</i>	Local: 57 P. M. T.		OTR Dispute
#11-8-4141	<i>P.P.</i> (95)	<i>on</i>	Local: 81 Consolidated Freightways		OTR Dispute
#11-8-4142	<i>P.P.</i> (96)	<i>on</i>	Local: 81 Garrett Freightlines		OTR Dispute
#11-8-4143	<i>W.D.</i> (97)	<i>on</i>	Local: 81 Garrett Freightlines		OTR Dispute
#11-8-4144	<i>Heard</i> (98)	<i>on</i>	Local: 81 Garrett Freightlines		OTR Dispute
#11-8-4145	<i>Heard</i> (99)	<i>on</i>	Local: 81 LASME		OTR Dispute
#11-8-4146	<i>Heard</i> (100)	<i>on</i>	Local: 81 McCracken Bros.		OTR Dispute
#11-8-4147	<i>W.D.</i> (101)	<i>on</i>	Local: 81 O. N. C.		OTR Dispute
#11-8-4148	<i>Heard</i> (102)	<i>on</i>	Local: 81 P. M. T.		OTR Dispute
#11-8-4149	<i>Heard</i> (103)	<i>on</i>	Local: 81 Ringsby Pacific Ltd.		OTR Dispute
#11-8-4150	<i>Heard</i> (104)	<i>on</i>	Local: 81 Trans-Western Express		OTR Dispute
#11-8-4151	<i>Heard</i> (105)	<i>on</i>	Local: 85 O. N. C.	<i>Heard</i>	OTR Dispute
#11-8-4152	<i>W.D.</i> (106)	<i>was on</i>	Local: 88 Owl Truck + Constructors		Automotive Dispute
#11-8-4153	<i>Heard</i> (107)	<i>was on</i>	Local: 150 Cantlay-Tanzola		Tanker Dispute



4121

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE

\* \* \* \* \*

MAIN COMMITTEE:

#11-8-4154	Head (108) on	Local: 180 Consolidated Freightways	OTR Dispute
#11-8-4155	P.P. (109) on	Local: 180 LASME	OTR Dispute
#11-8-4156	Head (110) on	Local: 180 P. I. E.	Master Dispute
#11-8-4157	S.W.D. (111) S.W.D.	Local: 180 P. I. E.	OTR Dispute
#11-8-4158	W.D. (112) W.D.	Local: 180 P. I. E.	OTR Dispute
#11-8-4159	W.D. (113) W.D.	Local: 180 P. I. E.	OTR Dispute
#11-8-4160	S.W.D. (114) on	Local: 180 Transcon Lines	OTR Dispute
#11-8-4161	Head (115) on	Local: 180 Transcon Lines	OTR Dispute
#11-8-4162	4/21 Head (116) on	Local: 208 357-692 Freight Transport	Master Dispute
#11-8-4163	P.P. (117) P.P.	Local: 222 Garrett Freightlines	OTR Dispute
#11-8-4164	P.P. (118) P.P.	Local: 222 Garrett Freightlines	OTR Dispute
#11-8-4165	P.P. (119) P.P.	Local: 222 Milne Truck Lines	OTR Dispute
#11-8-4166	P.P. (120) P.P.	Local: 224 Arizona-Pacific Tank Lines	Tanker Dispute
#11-8-4167	Head (121) on	Local: 224 Calif. Motor Express	OTR Dispute
#11-8-4168	P.P. (122) on	Local: 224 -310 Cantlay + Tanzola	Tanker Dispute
#11-8-4169	S.W.D. (123) on	Local: 224 Consolidated Copperstate	Master Dispute
#11-8-4170	P.P. (124) on	Local: 224 Consolidated Freightways	OTR Dispute
#11-8-4171	P.P. (125) on	Local: 224 I. C. X-J. Christenson Co.	OTR Dispute
#11-8-4172	P.P. (126) on	Local: 224 LASME	OTR Dispute
#11-8-4173	S.W.D. (127) on	Local: 287 Camall Service	OTR Dispute
#11-8-4174	Head (128) on	Local: 431 Scannivino Trucking/E. O. Cloud	Sub-Contracting



DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE  
\* \* \* \* \*

MAIN COMMITTEE:

#11-8-4175	<i>S.W.D.</i> (129) <i>S.W.D.</i>	Local: 448 N. P. Transport	OTR Dispute
#11-8-4176	<i>Heard</i> (130) <i>on</i>	Local: 467 McKeown Transportation	OTR Dispute
#11-8-4177	<i>Heard</i> (131) <i>m</i>	Local: 467 <i>Union win.</i> O. N. C.	OTR Dispute
#11-8-4178	<i>Heard</i> (132) <i>on</i>	Local: 468 <i>Union win.</i> Consolidated Freightways	OTR Dispute
#11-8-4179	<i>Heard</i> (133) <i>on</i>	Local: 468 <i>Union lost.</i> Consolidated Freightways	OTR Dispute
#11-8-4180	<i>Heard</i> (134) <i>on</i>	Local: 468 P. I. E.	OTR Dispute
#11-8-4181	<i>Heard</i> (135) <i>on</i>	Local: 492 Navajo Freight Lines	OTR Dispute
#11-8-4182	<i>Heard</i> (136) <i>wed. on</i>	Local: 533 I. M. L.	Master Dispute
#11-8-4183	<i>Heard</i> (137) <i>on</i>	Local: 542 Aztec Forwarding	Sub-Contracting
#11-8-4184	<i>S.W.D.</i> (138) <i>S.W.D.</i>	Local: 690 Consolidated Freightways	Master Dispute
#11-8-4185	<i>S.W.D.</i> (139) <i>Thursday on</i>	Local: 692 McKeown Transportation	OTR Dispute
#11-8-4186	<i>Heard</i> (140) <i>Thursday on</i>	Local: 692 McKeown Transportation	OTR Dispute
#11-8-4187	<i>S.W.D.</i> (141) <i>S.W.D.</i>	Local: 692 Oilfields Trucking	Tanker Dispute
#11-8-4188	<i>S.W.D.</i> (142) <i>on</i>	Local: 741 Consolidated Freightways	OTR Dispute
#11-8-4189	<i>S.W.D.</i> <i>Heard</i> (143) <i>on</i>	Local: 741 Garrett Freightlines	OTR Dispute
#11-8-4190	<i>Heard</i> (144) <i>on</i>	Local: 741 LASME	Interpretation
#11-8-4191	<i>S.W.D.</i> <i>Heard</i> <i>Heard</i> (145) <i>on</i>	Local: 741 <i>S.W.D.</i> LASME	OTR Dispute
#11-8-4192	<i>W.D.</i> <i>Heard</i> (146) <i>on</i>	Local: 741 LASME	OTR Dispute
#11-8-4193	<i>W.D.</i> <i>Heard</i> (147) <i>wed. on</i>	Local: 741 <i>315</i> LASME	Interpretation
#11-8-4194	<i>P.P.</i> (148) <i>P.P.</i>	Local: 961 DC International	Automotive Dispute
#11-8-4195	<i>P.P.</i> (149) <i>P.P.</i>	Local: 961 DC International	Automotive Dispute
#11-8-4196	<i>P.P.</i> (150) <i>P.P.</i>	Local: 961 DC International	Automotive Dispute



DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE  
 \* \* \* \* \*

MAIN COMMITTEE:

#11-8-4197	P.P. (151) <i>EP</i>	Local: 961 Navajo Freight Lines	OTR Dispute
#11-8-4198	P.P. (152) <i>EP</i>	Local: 961 Navajo Freight Lines	OTR Dispute
#11-8-4199	P.P. (153) <i>EP</i>	Local: 961 Navajo Freight Lines	OTR Dispute
#11-8-4200	P.P. (154) <i>EP</i>	Local: 961 Navajo Freight Lines	OTR Dispute
#11-8-4201	P.P. (155) <i>EP</i>	Local: 961 Navajo Freight Lines	OTR Dispute
#11-8-4202	P.P. (156) <i>EP</i>	Local: 961 Navajo Freight Lines	OTR Dispute
#11-8-4203	P.P. (157) <i>EP</i>	Local: 961 Navajo Freight Lines	Master Dispute
#11-8-4204	P.P. (158) <i>EP</i>	Local: 17 - 961 The Ringsby System	OTR Dispute
#11-8-4205	P.P. (159) <i>EP</i>	Local: 961 Rio Grande Motor Way	OTR Dispute
#11-8-4206	Heard (160) <i>on</i>	Local: 962 <del>961</del> O. N. C.	OTR Dispute
#11-8-4207	Heard (161) <i>on</i>	Local: 962 - 468 Pierce Freightlines	OTR Dispute

NOTE: PAGE #162 has been Deleted

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE  
\* \* \* \* \*

Case # Local 468, Oakland, California, and  
11-7-3422 Pacific Motor Trucking

O-T-R Runaround for Vernon Cramer. A Los Angeles driver on the  
Dispute preferred extra board left Oakland with a Stockton load. He  
dropped the load at Stockton, picked up a Los Angeles load and  
proceeded to his home terminal. The Union's position is that  
the Stockton load was short line work and he is filing runaround  
for a shortline driver.

The Company's position is that this is normal procedure and  
return out-of-town drivers to their home terminal.

Case #CB-2287.

JSC Motion: That the claim of the Union be upheld.

Deadlocked California Bay JSC October 17, 1967.

November, 1967 JWAC Action: M/m/s/c/ that the claim of  
the Union be upheld and the Company and the Unions are instructed  
to get together and set up dispatch procedures.

NOTE: The February, 1968 JWAC did not approve the Minutes  
in this case but retained jurisdiction.

May, 1968 JWAC Action: Postponed.

August, 1968 JWAC Action: Postponed.



DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE  
\* \* \* \* \*

Case # Local 190, Billings, Montana, and  
2-8-3596 N. P. Transport

Clarification Claiming 1-1/2 hours a day at overtime rate for Thomas A. Clark and R. L. Heiser for mechanics doing Teamsters work.

Union stated that this is a continuation of Case M-763 which was previously deadlocked and which was settled by the JWAC as Case #2-8-3596. The JWAC had previously allowed 84 days time to 12/14/67 and the claim now was for 10 days in December and 31 days in January and February.

Case #M-806.

JSC Motion: That the position of the Union be denied.

Deadlocked Montana JSC April 19, 1968.

February, 1968 JWAC Action: M/m/s/c/ that in Case #2-8-3596 they be paid an hour and a half a day for 84 days per man rather than three hours a day.

May, 1968 JWAC Action: Postponed.

August, 1968 JWAC Action: Postponed.

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE  
\* \* \* \* \*

Case # Local 468, Oakland, California, and  
2-8-3618 O. N. C. Fast Freight

O-T-R Union claiming 8 hours runaround December 18, 1967 in the  
Dispute name of Joseph Moniz.

Case #CB-2396.

JSC Motion: That the claim of the Union be denied.

Deadlocked California Bay JSC January 16, 1968.

February, 1968 JWAC Action: M/m/s/c/ that this committee  
retain jurisdiction of this case pending a decision on the PMT  
case which was not approved when we approved the Agenda at  
the Monday meeting.

May, 1968 JWAC Action: Postponed.

August, 1968 JWAC Action: Postponed.



DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE  
\* \* \* \* \*

Case # Local 224, Los Angeles, California, and  
5-8-3791 Walkup's Merchants Express

O-T-R Local 224 on behalf of Pete Villanueva claims runaround  
Dispute from January 6, 1968 to February 29, 1968 when the Company  
started using Griley Security to pull Merchants trailers on  
the San Bernardino run and Pete Villanueva, an extra board  
man, was not called for work.

Case #SC-4-8-736 (JWAC Case #5-8-3791)

JSC Motion: That based on new evidence and the request of  
Mr. Roy Williams, that this case be placed on the Southern  
California Joint State Committee Agenda for hearing and be  
re-heard. Also, the Chairman of the Union's National  
Committee stated that this case should not have been heard  
at that level.

Deadlocked Southern California JSC October 7, 1968.

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE  
\* \* \* \* \*

Case # Local 439, Stockton, California, and  
5-8-3798 Molasses Truck Service

Tanker Molasses Truck Service is not paying the proper scale as per  
Dispute contract, to-wit: mileage scale on the following employees:  
Albert Darrah, Harold Tardio, Jack Merrill, Haddic Henderson,  
Tony Mello, Virgil Selby, David Howell, Lawrence Machado,  
Donald Von Berg, Reber Johnston, Theodore Cline, Lambert  
Van Dykhuizen, Wm. Rossi, Albert Holybee, Larry Machado.

Case #AH-28-35.

JSC Motion: That the Company be instructed to comply with  
Article 1 of the A&H Supplemental Agreement and pay all wages  
and conditions of the California-Arizona-Nevada Transport Tank  
Supplemental Agreement which is the applicable agreement in  
this case.

Deadlocked California Valley JSC February 28, 1968.

May, 1968 JWAC Action: Postponed.

August, 1968 JWAC Action: Postponed.



DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE  
\* \* \* \* \*

Case #                      Local 492, Albuquerque, New Mexico  
5-8-3809                    Local 180, Los Angeles, California, and  
                             Navajo Freight Lines, Inc.

O-T-R                      Local 492 claims pay for M. E. Karker and E. P. Gracey in  
Dispute                    the amount of \$54.25 for each driver. This was claimed as  
                             15-1/2 hours runaround on Trip Sheet #75509 and denied.

The basis for the claim is that Mr. Gracey and Mr. Harker were runaround by Los Angeles power at 0239 August 10, 1967, when this Los Angeles power dropped a trailer at Albuquerque and picked up another trailer at Albuquerque and went to Chicago. The claim is from the time the Los Angeles tractor departed until Mr. Gracey and Mr. Harker departed.

Case Number - None given.

JSC Motion: That the position of the Union be upheld.

Deadlocked Arizona-New Mexico JSC March 1, 1968.

MAY, 1968 JWAC Action: M/m/s/c/ that in view of the numerous changes granted Navajo Freight Lines, that Navajo and the Local Unions involved sit down with the Multi-Conference Change of Operations Committee in an attempt to spell out the operation and the workloads for the Local Unions involved.

August, 1968 JWAC Action: Committee retains jurisdiction.

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE  
\* \* \* \* \*

Case # Local 961, Denver, Colorado, and  
5-8-3831 Navajo Freight Lines, Inc.

O-T-R Robert H. Arnold and V. R. Davis state: We arrived in Chicago  
Dispute on our first dispatch at 1537 CST, March 4, 1968 and were sent to  
the hotel on layover until 1136 CST, March 5, 1968. While we were  
in the hotel, a Chicago team was dispatched to Oakland, California  
with Tractor #2266 and Trailer #5035 at 0130 March 5, 1968 CST  
over the North Route. Since the Denver drivers originally started  
this run, we feel we are entitled to this work before the Chicago  
power, especially since we were in Chicago on layover at the time  
of this occurrence, and should in the future be allowed to take the  
run instead of layover.

Case #24.

JSC Motion: None given.

Deadlocked Colorado-Wyoming JSC April 3, 1968.

May, 1968 JWAC Action: M/m/s/c/ that the Company be instructed  
to produce the records and that in this case we hold jurisdiction  
until such records are produced, sign-in and sign-out sheets, to  
show whether this operation was with regularity or whether it was  
strictly an overflow situation. The records should cover the first  
quarter of 1968.

August, 1968 JWAC Action: Committee retains jurisdiction.



DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE  
\* \* \* \* \*

Case # Local 961, Denver, Colorado, and  
5-8-3832 Navajo Freight Lines, Inc.

O-T-R T. E. Hatley and A. L. Grizzle state: Pulled trailer Leeway 1616  
Dispute from Amarillo, Texas to Albuquerque and were told to check in  
Albuquerque for instructions. This load was designated to Camp  
Parks, California. We had to drop this load and return to Denver.

Claim this trip on to Camp Parks was due us instead of returning  
to Denver.

Case #11.

JSC Motion: None given.

Deadlocked Colorado-Wyoming JSC March 6, 1968.

May, 1968 JWAC Action: M/m/s/c/ that the Company be instructed  
to produce the records and that in this case we hold jurisdiction until  
such records are produced, sign-in and sign-out sheets, to show whether  
this operation was with regularity or whether it was strictly an overflow  
situation. The records should cover the first quarter of 1968.

August, 1968 JWAC Action: Committee retains jurisdiction.

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE  
\* \* \* \* \*

Case # Local 961, Denver, Colorado, and  
5-8-3834 Navajo Freight Lines, Inc.

O-T-R Plush and Nelson state: On January 28, 1968, Kansas City team  
Dispute Hagewood and Barnard pulled a trailer in from Albuquerque, arriving  
11:27 p.m. Denver-Albuquerque runs have always been done by  
Denver drivers. Kansas City drivers are to run only Kansas City  
to Denver and return. Plush and Nelson had arrived Denver 12:34 a.m.,  
January 27, 1968, and could have gone to Albuquerque and brought this  
load to Denver.

We request pay in the amount of one round trip Denver to Albuquerque  
and return, due to runaround (\$54.18).

Case #25.

JSC Motion: None given.

Deadlocked Colorado-Wyoming JSC March 6, 1968.

Note: On the basis of the decision rendered on this case, the follow-  
ing cases which were also deadlocked will be decided:

Case #50	-	M. L. Carter
Case #54	-	Bozaich and Wilson
Case #56	-	D. J. Biddle
Case #58	-	Stehle and Huffman
Case #60	-	Bailey and McAvain
Case #61	-	White and Cooper
Case #63	-	J. B. Dodd
Case #65	-	M. L. Carter
Case #69	-	Campbell and Speaks
Case #70	-	Folkers and Lehl
Case #71	-	Hale and Freisen
Case #72	-	Carter and Rudy
Case #73	-	Biddle and Pederson
Case #74	-	Elrod and Masters
Case #136	-	McManigal and Brown

May, 1968 JWAC Action: M/m/s/c/ that the Company be instructed  
to produce the records and that in this case we hold jurisdiction until  
such records are produced, sign-in and sign-out sheets, to show  
whether this operation was with regularity or whether it was strictly  
an overflow situation. The records should cover the first quarter of  
1968.

August, 1968 JWAC Action: Committee retains jurisdiction.



DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE  
\* \* \* \* \*

Case # Local 961, Denver, Colorado, and  
5-8-3835 Navajo Freight Lines, Inc.

O-T-R W. O. Warner and K. E. Timmons state: Trailer 1309 arrived  
Dispute in Denver, February 12, 1968 from Amarillo, via Santa Fe railroad  
piggyback operation, loaded with 13,929 pounds. L. T. L.

We have hauled the freight from Amarillo to Denver in the past. The Company has never requested a Change of Operations to allow pigging over this route. We could have pulled this load and claim one round trip Denver to Amarillo - \$52.92.

Case #35.

JSC Motion: None given.

Deadlocked Colorado-Wyoming JSC March 6, 1968.

Note: On the basis of the decision rendered on this case, the following cases which were also deadlocked will be decided:

Case #49 - Hale and Freisen  
Case #51 - Doug Biddle  
Case #52 - Hale and Freisen  
Case #55 - Paul Plym  
Case #57 - J. C. Moore  
Case #62 - Rudy and Carter

May, 1968 JWAC Action: M/m/s/c/ that the Company be instructed to produce the records and that in this case we hold jurisdiction until such records are produced, sign-in and sign-out sheets, to show whether this operation was with regularity or whether it was strictly an overflow situation. The records should cover the first quarter of 1968.

August, 1968 JWAC Action: Committee retains jurisdiction.

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE  
\* \* \* \* \*

Case # Local 961, Denver, Colorado, and  
5-8-3836 Navajo Freight Lines, Inc.

O-T-R Plush and Bode state: On February 12, 1968 tractor #4036 from Kansas  
Dispute City, trailer #1448 came from Amarillo to Denver, arriving 4:50 a.m.  
Navajo had bid runs from Denver to Amarillo and Denver to Albuquerque.  
Since October, 1966 we have had a wheel slip seat operation to these  
points, also Chicago, Oakland, Los Angeles, Phoenix, Manteca,  
San Jose, Navajo is sending Kansas City sleeper teams to Denver  
with loads that belong to Denver drivers. Company has never re-  
quested Change of Operations to allow this, we had been in town  
available for work since February 6, 1968.

Claim runaround pay in the amount of one round trip Denver to  
Amarillo and return.

Case #40.

JSC Motion: None given.

Deadlocked Colorado-Wyoming JSC March 6, 1968.

May, 1968 JWAC Action: M/m/s/c/ that the Company be instructed  
to produce the records and that in this case we hold jurisdiction until  
such records are produced, sign-in and sign-out sheets, to show whether  
this operation was with regularity or whether it was strictly an overflow  
situation. The records should cover the first quarter of 1968.

August, 1968 JWAC Action: Committee retains jurisdiction.



DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE  
\* \* \* \* \*

Case # Local 961, Denver, Colorado, and  
5-8-3837 Navajo Freight Lines, Inc.

O-T-R Lewis W. Meyers and W. J. Dolezal state: Were dispatched Denver  
Dispute via Camp Parks, to Oakland to San Jose. We pulled trailer TIME #4814  
to Albuquerque, arriving at 9:02 p.m. February 15, 1968, picked up  
trailer #2057 to Denver. The load picked up at San Jose was a South  
Bend load. We many times pulled loads over the North Route to  
Chicago and other points. To send loads this way to South Bend is  
160 miles further than the North Route. We request pay for round  
trip Denver to Chicago, 2050 miles.

Case #46.

JSC Motion: None given.

Deadlocked Colorado-Wyoming JSC March 6, 1968.

May, 1968 JWAC Action: M/m/s/c/ that the Company be instructed to  
produce the records and that in this case we hold jurisdiction until  
such records are produced, sign-in and sign-out sheets, to show whether  
this operation was with regularity or whether it was strictly an overflow  
situation. The records should cover the first quarter of 1968.

August, 1968 JWAC Action: Committee retains jurisdiction.

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE

\* \* \* \* \*

Case # Local 741, Seattle, Washington, and  
5-8-3883 Portland - Seattle Freight Lines

O-T-R  
Dispute

Gary P. Atkinson requests runaround pay from Portland-Seattle Freight Lines when on October 28, 1967 and November 18, 1967, he claimed he was runaround by J. Nelson, a Portland driver, and on November 25, 1967 he claimed he was runaround by H. Marion, Portland driver. These runarounds on Trip Reports #28470, #28469 and #28440 have never been paid or denied by Portland - Seattle Freight Lines which is in violation of Article 48, Section 4. (Filed under Article 53, Section 3 (e), WSA Over-The-Road Supplement.

Case #2034 (U).

JSC Motion: This case is referred to the JWAC since it involves two Joint Councils and also involves a decision made by the JWAC in Case #11-6-2734 on November 17, 1966.  
Motion Carried.

Washington JSC date of action, April 18, 1968.

May, 1968 JWAC Action: Postponed.

August, 1968 JWAC Action: Postponed.



DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE  
\* \* \* \* \*

Case # Local 81, Portland, Oregon, and  
8-8-3965 Interstate Motor Lines

P & D Local 81 is in dispute with Interstate Motor Lines over the  
Interpre- application of premium pay for hours on regular shifts that  
tation fall after midnight into a holiday.

The Union contends that employees whose shifts fall after  
midnight into a holiday should be paid at the holiday rate of  
pay for the hours worked on the holiday.

The Company contends there is nothing in the contract indicating  
holiday pay for employees whose shift falls into a holiday.

Case #1133.

JSC Motion: That the Union's position be upheld.

Deadlocked Oregon JSC July 1, 1968.

August, 1968 JWAC Action: Postponed until the next meeting  
and committee to hold jurisdiction.

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE  
\* \* \* \* \*

Case # 8-8-3968 Monarch Institutional Foods - Division of Consolidated Foods Corp.  
and,  
Local 85, San Francisco, California

MASTER Dispute Monarch Institutional Foods request the following change:  
The men would be paid on Thursday of each week, on a full Monday through Friday basis. On this plan no regular time would be held back as it would be assumed that each man would work the full 40 hours. Overtime would be one week behind, as of course, it is impossible to transmit overtime in advance. Provision has been made at each branch to issue emergency checks in the event the mail is delayed, and also to issue casual checks on the required daily basis.

The "held back" overtime is completely balanced by the fact that under the new plan the men would not have any regular time withheld. Every Thursday all personnel would be paid the weeks 40 hours regular time in full, plus previous week's overtime. All other payrolling would remain the same in regard to deductions, vacation, sick leave, etc.

August, 1968 JWAC Action: M/m/s/c/ that the proposed method of payment be approved. This committee holds jurisdiction to review the method of adjustment of checks.



DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE  
 \* \* \* \* \*

Case # Local 224, Los Angeles, California, and  
 8-8-3990 Milne Truck Lines

O-T-R Local 224 on behalf of the following listed men and all other  
 Dispute affected 224 line drivers employed at Milne Truck Lines  
 claim misdispatch due to the fact that the Company piggybacked  
 trailers on the following dates:

Ecklund	Leedham	Oelkers
Dunbar	Turley	Booth
McKendrick	Reppe	Foster
Carlson	D. Johnson	Ron Skiles
J. Klistoff	Andy Anderson	

March 28 - 26 - 20 - 19 - 14 - 13, 1968.

February 28 - 27 - 21 - 20 - 14 - 7 - 6 - & January 31, 1968.

The above men were available and had hours to go when trailers  
 were pigged on the above dates.

Local 224 on behalf of all affected line drivers at Milne want  
 to be compensated from the time the trailers were pigged until  
 the time the drivers were dispatched.

Case #SC-6-(5)-8-984.

JSC Motion: That based on JWAC Case #8-6-2538, the claim  
 of the Union be allowed on the days in question from March 5,  
 1968 on, if men and equipment were available.

Deadlocked Southern California JSC July 2, 1968.

August, 1968 JWAC Action: Postponed.

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE  
\* \* \* \* \*

Case #  
8-8-3995

Local 255, Portland, Oregon, and  
Consolidated Freightways

Automotive  
Dispute

The Union contends that prior to April 1, 1968, the contract did not have a premium rate of pay for the swing shift or the graveyard shift. Men working these shifts were paid at the rate of 2.67 from 6:00 a.m. to 12:00 a.m. on the swing shift and from 12:00 midnight till 8:00 a.m. on the graveyard shift. That prior to April 1, 1968, when the new contract became effective, the Company cut the rate of pay five cents.

The new contract calls for a .05¢ premium for the graveyard shift only. According to the new contract the swing shift starts at 4:00 p.m. instead of 6:00 p.m.

The Union is asking the Company to pay the swing shift the 2.67 rate from the 4:00 p.m. starting time and the graveyard 2.67 plus the .05¢ increase from 12:00 midnight.

Case #1126.

JSC Motion: That the Union position be upheld.

Deadlocked Oregon JSC July 1, 1968.

August, 1968 JWAC Action: M/m/s/c/ that because of certain understandings under the negotiations between the two Co-Chairmen, that in this case the committee will hold jurisdiction and a report rendered at our next regular session, and that the matter be referred to the Co-Chairmen of the Automotive Supplement for consideration or to be resolved.



DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE  
\* \* \* \* \*

Case # Local 255, Portland, Oregon, and  
8-8-3996 O. N. C. Motor Freight System

Automotive  
Dispute

Local 255 is protesting the Company's utilization of non-bargaining unit men in the sub-contract of the washing of Company equipment .

The Union is contending that it has been a past practice at O.N.C. for men within the bargaining unit to wash Company equipment and since this has been done in the past, the Company should continue to use men within the bargaining unit to do this work.

The Company contends that washing Company equipment does not come under 255's jurisdiction. Therefore, the Company feels they have the right to have this work done by people who are not within the bargaining unit.

Case #1112.

JSC Motion: That the Union's position be upheld.

Deadlocked Oregon JSC June 3, 1968.

August, 1968 JWAC Action: Postponed.

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE  
\* \* \* \* \*

Case # Local 255, Portland, Oregon, and  
8-8-3997 O. N. C. Motor Freight System

Automotive  
Dispute

Local 255 is protesting the violation of Article 38 of the Automotive Supplement by O.N.C. This is a violation where the Company has allegedly used Local 81 members to do Local 255 members work.

The Union contends that on February 22, 1968, a premium day, the Company closed the shop and Local 81 men fueled trucks, depriving a Local 255 man work on this premium day. The Unions involved, Local 255 and 81, do have an agreement with the Company that from 12:00 midnight until 6:00 a.m., at a time when the shop is closed, Local 81 men can fuel trucks when it is necessary to do so. However, there is no agreement whereby the Company can use Local 81 men to do the work of the shop men on holidays.

The Company contends that on the day in question there were only 17 trucks fueled and that the time involved was only a couple of hours. The Company does not feel that they should be required to call a 255 man in to do this work and pay him time and a half.

Case #1096.

JSC Motion: That the claim on the part of Local 255 be denied.

Deadlocked Oregon JSC June 3, 1968.

August, 1968 JWAC Action: Postponed.



DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE  
\* \* \* \* \*

Case # Local 542, San Diego, California, and  
8-8-4015 Mueller Truck Company

O-T-R We are requesting Mueller Truck Company to reimburse  
Dispute Ray Earl Bennett \$8.00 for a smoke ticket when this truck  
had been written up for months and turned into the garage.

Case #SC-7-8-1286.

JSC Motion: That the claim of R. E. Bennett be denied.

Deadlocked Southern California JSC July 8, 1968.

August, 1968 JWAC Action: Postponed.

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE  
\* \* \* \* \*

Case # Local 961, Denver, Colorado, and  
8-8-4026 DC International, Inc.

Automotive Elwood M. Buttman states: Checking tires at 64th and Quebec  
Dispute Street, Adams County, mobile service call. Also changing  
tires at Powder Lot, Mobile Service Call.

Also checking tires at Tri-State Powder Lot, Mobile Service  
call on April 15, 16, 18, and 19, 1968.

Case #26.

JSC Motion: None given.

Deadlocked Colorado-Wyoming JSC June 5, 1968.

August, 1968 JWAC Action: this case is Postponed until  
the next meeting and the committee will hold jurisdiction.



DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE  
\* \* \* \* \*

Case #  
8-8-4027

Local 961, Denver, Colorado, and  
Navajo Freight Lines, Inc.

O-T-R  
Dispute

C. W. Hale and L. W. Friesen state: We arrived in Albuquerque, New Mexico and punched in at 8:52 a.m. and a team from Kansas City were fixing to depart. Dispatched to Denver, driving tractor #630 - trailer #TS-1638 and we were sent to hotel. We claim 3-1/4 hours.

Case #16.

JSC Motion: None given.

Deadlocked Colorado-Wyoming JSC May 1, 1968.

August, 1968 JWAC Action: Committee to retain jurisdiction.

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE  
\* \* \* \* \*

Case # So-Cal Motor Freight, and  
8-8-4079 Local 208, Los Angeles, California

Sub- Contracting CASE #954: The Union claims that the Company has approxi-  
Clarifica- mately 25 men on layoff status and they are farming out freight  
tion while these men are on layoff. Therefore, we are asking a  
days pay at the applicable rate for the above-mentioned party  
(James Minisci) for each day he is laid off and the Company  
continues to farm out freight.

CASE #955: On behalf of Wendall Guffey the Union claims  
that the Company is farming out freight while they have men  
on layoff. We therefore ask for 8 hours at the applicable rate  
of pay for all days the Company used Royal Transportation.

CASE #SC-5-8-956: The Union contends that So-Cal is  
deleting their bid areas which they have served on a continuous  
basis, thereby laying men off on areas they have been picking  
freight up on continuous basis. We ask that the areas be in-  
stituted again.

Cases #SC-5-8-954 - 955 - 956.

JSC Motion: These cases are not sub-contracting, therefore  
the claims of the Union are denied.

Deadlocked Southern California JSC May 2, 1968.

So-Cal Motor Freight is requesting a clarification of the  
decision reached by the Joint Western Area Committee at the  
August, 1968 session. Joint Western Area Committee Case  
#8-8-4079.

August, 1968 JWAC Decision: M/m/s/c/that based on the  
facts in this case the drivers laid off be compensated for all time  
lost except those who did not return have no claim, and those  
who did return be compensated for all time lost less moneys  
earned elsewhere.



DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE  
\* \* \* \* \*

Case # Local 2, Butte, Montana, and,  
11-8-4133 N. P. Transport

O-T-R Request wages lost by Emmet Rogers for all days he did not  
Dispute work as a result of Mr. McGlynn wrongfully invoking  
Paragraph 6 of Letter of Agreement with N.P. Transport.

Employer stated the Company established an extra board at Whitehall. Mr. Rogers was told he had to remain on Whitehall board 15 days if he took the position at Whitehall. Mr. Rogers had requested this job in writing at Whitehall or go to bottom of board at Butte. Mr. Rogers returned to Butte on Friday and was told that he had to work out his 15 days. Mr. Rogers in return told Mr. McGlyn "you won't find me until Monday anyway." (Monday would be the 15th day).

Case #M-860.

JSC Motion: That in Case M-860 the Union claim be denied.

Deadlocked Montana JSC September 20, 1968.

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE  
\* \* \* \* \*

Case # Local 17, Denver, Colorado, and  
11-8-4134 Santa Fe Trail Transportation Company

MASTER On August 21, 1968 at 7:00 a.m. Santa Fe employed a leaser,  
Dispute Acme Delivery Service, Inc. to deliver a partial load to Millers  
Super Markets at Denver. The first half of this load was unloaded  
on August 20, 1968 by a Santa Fe employee. This Company has  
never used a leaser before its regular employees were working.

We are asking 2 hours early call in for the senior qualified  
man on the next shift with a 9:00 a.m start time.

Case #28.

JSC Motion: None given.

Deadlocked Colorado-Wyoming JSC October 2, 1968.



DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE  
\* \* \* \* \*

Case # Illinois - California Express, Inc.  
11-8-4135 Local 17, Denver, Colorado  
Local 146, Colorado Springs, Colorado  
Local 961, Denver, Colorado

MASTER In accordance with the provisions of Article 17 of the National  
Dispute Master Freight Agreement, Illinois - California Express, Inc.  
herewith requests relief from the payroll period, to establish  
a uniform pay practice.

Our present payroll is figured on a weekly basis, with a one-  
week salary holdback, with our pay period ending on Saturday.

It is our desire to institute a two-week holdback (14 days),  
with a cutoff time of Saturday midnight. Employees will  
receive their checks on Friday. This will then make the  
whole ICX system uniform as to cutoff date and holdback.

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE  
\* \* \* \* \*

Case #                      Local 31, Vancouver, British Columbia  
11-8-4136                  Local 231, Bellingham, Washington  
                             Local 741, Seattle, Washington, and  
                             Lynden Transfer

Interpre-                  The above Local Unions ask for an interpretation of the follow-  
tation                      ing factual circumstances:

Lynden Transfer is party to the National Master Freight Agree-  
ment and the O-T-R Supplemental Agreement, and also a rider  
covering their Alaska Highway operations. They have 13 pieces  
of power equipment assigned to the Alaska Highway operation  
and approximately 35 drivers. The company leased power  
equipment and drivers from Pacific Freightways, Ltd. of  
Vancouver, B.C. on August 20-22-23-27-28, and September  
6, 1968 and are continuing to do so as of this date. This  
Canadian based equipment is hauling U.S. mail and general  
freight that originates in the United States and is destined  
for Alaska.

It is the position of the named Local Unions that, when Lynden  
Transfer leases this equipment and drivers that are hauling  
freight that would be normally hauled by Lynden Transfer if  
they had available power equipment that the Canadian drivers  
on this leased equipment be compensated for the mileage,  
hourly and other terms as specified in the Western States  
O-T-R Supplement and the Alaska Rider that Lynden Transfer  
is signatory to.



DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE  
\* \* \* \* \*

Case # Local 44, Seattle, Washington, and  
11-8-4137 Consolidated Freightways

Automotive Local 44 claims Consolidated is in violation of Article 41 by  
Dispute not allowing Robert Newman, senior man, to work as the parts  
man for vacation relief and working a man with less seniority  
and experience. Local 44 is requesting that Robert Newman  
be compensated in the amount that was earned by the employee  
who was worked in his stead.

Case #2208 (U).

JSC Motion: That the claim of the Union be denied.

Deadlocked Washington JSC October 16, 1968.

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE  
\* \* \* \* \*

Case # Local 45, Great Falls, Montana, and  
11-8-4138 Consolidated Freightways - Bulk Commodities

Tanker Employee Wacker due all expenses from August 5, 1968  
Dispute until such time he is returned to home terminal. Employee  
Wackers truck was brought to Great Falls. Wacker is a  
bid driver at Cut Bank terminal.

Case #T-56.

JSC Motion: That in Case T-56 the Union position be  
upheld.

Deadlocked Montana Joint State Tank Committee  
September 20, 1968.



DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE  
\* \* \* \* \*

Case #  
11-8-4139

Local 57, Eugene, Oregon, and  
Pacific Motor Trucking

O-T-R  
Dispute

Local 57 is in dispute with Pacific Motor Trucking over a  
runaround claim for driver Athol Gant for September 12, 1968.

It is the Union's position that for years Eugene has been a  
center point for turnarounds into the Roseburg-Medford area.  
Most of this freight originated in Portland and at one time the  
Company ran more Portland-Eugene turnarounds.

On September 12, 1968, the Company cancelled bid driver  
Ward's Roseburg peddle run and reverted him to the top of the Eugene  
extra board and he pulled a Medford schedule. The Company  
did in fact run two boxes to Roseburg that day with a Portland  
extra board driver.

First extra board Eugene driver Gant should have been dis-  
patched to Medford.

It is the Company's position that they have the right to run a  
Portland-Roseburg and not break in Eugene. Because of the  
time element involved in getting the freight delivered they feel  
justified in their scheduling.

Case #1174.

JSC Motion: That Athol Gant be paid a runaround for  
September 12, 1968.

Deadlocked Oregon JSC October 7, 1968.

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE  
 \* \* \* \* \*

Case # Local 57, Eugene, Oregon, and  
 11-8-4140 Pacific Motor Trucking

O-T-R Local 57 is in dispute with Pacific Motor Trucking over a  
 Dispute runaround claim for Eugene extra board driver Shirley.

It is the Union's contention that on the day in question, September 18, 1968, Eugene bid driver Ward who has a Eugene-Roseburg turn was again reverted to the top of the extra board and dispatched to Roseburg-Grants Pass-Medford and return.

It is common that driver Ward peddles only one Roseburg box, however, because the Company had an additional box to Medford, they chose to cancel his Roseburg turn and give him this additional run.

The Union contends that Eugene extra board driver Shirley should have been dispatched to pull the Medford turnaround.

It is the Company's position that the freight out of Portland would have been delayed and they don't feel they should be obligated to run only one box on a schedule.

Case #1175.

JSC Motion: That the Union's claim be denied.

Deadlocked Oregon JSC October 7, 1968.



DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE  
\* \* \* \* \*

Case #                      Local 81, Portland, Oregon, and  
11-8-4141                   Consolidated Freightways

O-T-R                      Local 81 is in dispute with Consolidated Freightways over the  
Dispute                      mileage between Portland and Spokane.

The Union is protesting the 355 mileage used by Consolidated between Portland and Spokane . The Union is asking that the AAA mileage be used.

The Company contends that in accordance with the contract the mileages are to be taken from the current AAA maps or latest State maps. The Company contends they have taken the low figure of 355 miles from the last State map.

Case #1171.

JSC Motion: That the AAA mileage shall be accepted for paid miles from Portland to Spokane.

Deadlocked Oregon JSC October 7, 1968.

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE  
\* \* \* \* \*

Case # Local 81, Portland, Oregon, and  
11-8-4142 Garrett Freightlines, Inc.

O-T-R Local 81 is in dispute with Garrett over their refusal to pay  
Dispute 4 hours and 15 minutes of abuse of free time to Norman  
Forgery.

The Union contends that Mr. Forgery arrived in Spokane at 7:30 a.m. and did not leave Spokane with his load until 12:00 noon. The Union contends that this was an abuse of free time and therefore the Company should pay the four hours and 15 minute claim.

The Company contends that on the day in question, A Sunday morning, there were written instructions on the sign-in sheet that Mr. Forgery was relieved of duty since his truck would not be loaded until 11:30 a.m. when the Sunday crew arrived. The Company contends that this was not an abuse of free time since the truck was not ready.

Case #1130.

JSC Motion: That the 4 hours and 15 minute abuse of free time be paid.

Deadlocked Oregon JSC August 5, 1968.



DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE  
\* \* \* \* \*

Case # Local 81, Portland, Oregon, and  
11-8-4143 Garrett Freightlines, Inc.

O-T-R Local 81 is in dispute with Garrett over a runaround claim  
Dispute for three and 3/10ths hours for driver Robert Stedman.

The Union contends that on the day in question, a Portland line driver in Boise had his rest and was ready for dispatch. The Company did not dispatch in accordance with the Portland dispatch rules when they did not dispatch Robert Stedman, the Portland driver out ahead of the Boise extra board.

The Union contends that the Portland dispatch rules state that when a driver is at an away-from-home terminal, he is to be dispatched out before the extra board men at that terminal.

Since the Company dispatched a Boise extra board driver to Seattle in the general direction of Portland, the Union is asking that Portland driver Stedman be paid three and three tenths hours runaround pay.

The Company contends that the Portland dispatch rules are not the same as the rules in Boise. That according to the Boise rules, a foreign driver does not go out before the Boise drivers. The Union further contends that they have trouble with this in the past and when Portland drivers are dispatched ahead of Boise drivers, a runaround claim is filed by the Boise driver involved.

Case #1162.

JSC Motion: That the Union's position be upheld and the three and three tenths hours be paid.

Deadlocked Oregon JSC October 7, 1968.

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE  
\* \* \* \* \*

Case #  
11-8-4144

Local 81, Portland, Oregon, and  
Garrett Freightlines

O-T-R  
Dispute

Local 81 is in dispute with Garrett Freightlines over a 49  
and 3/10th hours runaround claim for driver Vern Granlund.

The Union contends that on the day in question, Mr. Granlund was in Warrenton, Oregon, and at 1:30 called the Company from Warrenton, Oregon for his departure time and was unable to get an answer in the Dispatcher's Office. He called again from Seaside and still could not contact the dispatcher. When he arrived in Portland, his wife called again and the dispatcher answered and when she told him they had tried several times to call and did not receive an answer, he told her he had been around.

Mrs. Granlund was then told that someone else had taken Mr. Granlund's run since the Company was unable to contact him at home.

The Union contends that the past practice at Garrett has been that if a man is not going to be home during the call time, between 1:00 and 3:00, he is to contact the dispatcher for his departure time. Since Mr. Granlund attempted several times to do this, the Union feels the Company should pay the runaround claim.

The Company contends that a statement was obtained from the dispatcher on duty stating that he had been out of the office but only for five or ten minutes at a time. He had left the office to line up work for the Sunday crew, that when the dispatcher called Granlund's home several times between 1:00 and 3:00 and received no answer, another driver was dispatched when the board closed at 4:00 p.m.

When the dispatcher talked to Mrs. Granlund around 5:00 p.m. they told her it was too late to change the dispatch and that Mr. Granlund would not be going out.

The Company does not feel they should be compelled to pay the runaround claim since they were unable to contact Mr. Granlund during the call time period.

Case #1164.

JSC Motion: That the Union's position be upheld and the 49 and 3/10ths hour claim be paid.

Deadlocked Oregon JSC October 7, 1968.



DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE  
\* \* \* \* \*

Case #                      Local 81, Portland, Oregon, and  
11-8-4145                  Los Angeles - Seattle Motor Express

O-T-R                      Local 81 is protesting the reduction of miles on certain runs  
Dispute                    by Los Angeles - Seattle Motor Express.

The Union claims the Company is to inform the Union in writing of the reductions and if this is not done, said reductions are not valid.

The Company claims that they can take one-sixth reduction prior to April 1, 1968. Since they have taken the reductions prior to April 1, 1968, the Company does not feel they are in violation of the contract.

Case #1154.

JSC Motion:    That the Company's position be sustained.

Deadlocked Oregon JSC September 9, 1968.

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE

\* \* \* \* \*

Case # Local 81, Portland, Oregon, and  
11-8-4146 McCracken Brothers Motor Freight

O-T-R Local 81 is in dispute with McCracken Brothers Motor Freight  
Dispute over line drivers doing pick-up and delivery work.

The Union contends that the Company is sending line men out to unload equipment within the metropolitan area of Portland and in accordance with the contract line men cannot load or unload this equipment.

The Union states that on two occasions line drivers were sent to Customer Cannerys to do this work and on one occasion a line driver was dispatched to Customer Cannerys.

The Union is asking that the Company pay the senior pick-up and delivery man the amount of money he would have earned had he been dispatched to do the work done by the line men .

The Company contends that line men are only dispatched to do this work when pick-up and delivery men are not available. The Company claims this has been a past practice. The line driver takes the load out and then on to Eugene.

It is the Company's contention that line drivers can do their hostling and this is not a violation of the contract.

Case #1158.

JSC Motion: That the Union's position be upheld and when the claims are computed the money be paid.

Deadlocked Oregon JSC September 9, 1968.



DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE  
\* \* \* \* \*

Case #                      Local 81, Portland, Oregon, and  
11-8-4147                  Oregon-Nevada -California Motor Freight System

O-T-R                      Local 81 is in dispute with O.N.C. over the seniority violation  
Dispute                      claim for driver Dave Ankeny who was not called for work  
                                 on July 30, 1968.

The Union's position is that this man has a dual residence and has given both numbers to the Company. On July 30, 1968, Don Mall (not the regular dispatcher) called one of the numbers and could not reach Mr. Ankeny. He did not try to reach Mr. Ankeny at the other number.

It is the Union's contention that the men have the right to give the Company two numbers where they can be reached.

The Company contends that they tried to reach Mr. Ankeny at the number generally called, that in the past they have not been able to reach Mr. Ankeny at the other number, therefore, did not try to call him there.

Case #1152.

JSC Motion: That the Union's position be upheld and the runaround be paid.

Deadlocked Oregon JSC September 1, 1968.

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE  
\* \* \* \* \*

Case # Local 81, Portland, Oregon, and  
11-8-4148 Pacific Motor Trucking

O-T-R Local 81 is in dispute with P.M.T. over a runaround claim  
Dispute for driver V. E. Kilmer for a trip pulled by a salaried employee  
to Newport, Oregon, and return on July 19, 1968.

The Union contends that on July 19/68, the Company sent a salaried employee to Newport, Oregon, with a load when V.E. Kilmer was not working. The Union contends that the Company is in violation of the contract when using a salaried employee to pull trips when a man is not working. The Union further contends there is a written agreement with the Company that when line men are not available to pull trips, town men will be used.

The Company maintains that they did use a salaried man when V. E. Kilmer was not working, however, Mr. Kilmer is a bid piggy back driver and the trip would have interferred with his regular bid. The Company contends they had exhausted every possible means of obtaining a man within the bargaining unit to pull this trip. The Company called the consignee in Newport, Oregon, for an extension of time, however, the consignee insisted the freight would have to be there by 8:00 a.m.

The Company does not feel they are in violation of the contract since there was no one else to take the load.

Case #1132.

JSC Motion: That the Union's position be denied.

Deadlocked Oregon JSC August 5, 1968.



DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE

\* \* \* \* \*

Case # Local 81, Portland, Oregon, and  
11-8-4149 Ringsby Pacific Ltd.

O-T-R Local 81 is protesting the reduction of miles on certain runs  
Dispute by Ringsby Pacific Ltd.

The Union claims the Company is to inform the Union in writing of the reductions, and if this is not done, said reductions are not valid.

The Company claims that they can take the one-sixth reduction prior to April 1, 1968. Since they have taken the reductions prior to April 1, 1968, the Company does not feel they are in violation of the contract.

Case #1155.

JSC Motion: That the Company's position be sustained.

Deadlocked Oregon JSC September 9, 1968.

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE  
\* \* \* \* \*

Case # Local 81, Portland, Oregon, and  
11-8-4150 Trans-Western Express

O-T-R Local 81 is protesting the reduction of miles on certain runs  
Dispute by Trans Western Express.

The Union claims the Company is to inform the Union in writing of the reductions and if this is not done, said reductions are not valid.

The Company claims that they can take the one-sixth reduction prior to April 1, 1968. Since they have taken the reductions prior to April 1, 1968, the Company does not feel they are in violation of the contract.

Case #1153.

JSC Motion: That the Company's position be sustained.

Deadlocked Oregon JSC September 9, 1968.



DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE  
\* \* \* \* \*

Case # Local 85, San Francisco, California, and  
11-8-4151 O. N. C. Motor Freight System

O-T-R  
Dispute

The Union claimed that J. Swinehart was a Redding bid man. He had no telephone and he called the terminal at 8:30 p.m. to see if he was going out. He was told that there was only one trailer for Redding at San Francisco. Later in the evening the Company had 500 pounds of hot freight develop for Redding which they put on the rear of a Medford trailer.

Union claims this then made the second Redding trailer out of San Francisco and should have been handled by the Redding bid driver.

The Company claimed that under a recent change of operations the Company was permitted to run one trailer to San Leandro and hook up to the other trailer and proceed to Redding when there was only two trailers.

Case #CB-2 702.

JSC Motion: That the claim of the Union is allowed.

Deadlocked California Bay JSC September 17, 1968.

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE  
\* \* \* \* \*

Case #  
11-8-4152

Local 88, Long Beach, California, and  
Owl Truck + Constructors

Automotive  
Dispute

On behalf of L. R. Dudley claim is being made for 11-1/2 hours overtime @ \$3.92 per hour for a total of \$67.62, for loss of time on the delivery of a transmission to Richmond, California; delivery being made by a member of another Local, in which the shop pick-up was used. This has always been a pertinent part of our member's job.

Case #SC-9-8-1627.

JSC Motion: That the claim of L. R. Dudley be allowed.

Deadlocked Southern California JSC September 9, 1968.



DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE  
\* \* \* \* \*

Case #  
11-8-4153

Local 150, Sacramento, California, and  
Cantlay-Tanzola - (Division of Western Gillette)

Tanker  
Dispute

Union claiming difference of pay between trip to Jackass Flats  
and Santa Susanna. Number 2 team did not know the Number 1  
team had caught up and was entitled to the load.

Company claims both teams loaded at same time. The Number 1  
team had trouble with their trailer and did not clear until one  
hour and 45 minutes after. In the meantime, San Francisco  
dispatcher notified Sacramento dispatcher that the team was  
late. Dispatcher left a note for the first team in to take the load.

Case #T-88-1143:

JSC Motion: That the claim of the Union be upheld.

Deadlocked California-Arizona Joint State Tank Committee  
(no date of action given)

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE  
\* \* \* \* \*

Case #  
11-8-4154

Local 180, Los Angeles, California, and  
Consolidated Freightways

O-T-R  
Dispute

The Company has recently purchased equipment which the drivers maintain have brakes that are unsafe because of the way they operate when being applied . Also rear view mirrors are mounted so driver's visibility is hampered when the company driver is sitting on the right side. Company is also riveting one ventilator shut so it cannot be opened, causing poor ventilation; seat on the right side has inadequate back rest, and also no springs which drivers say is too uncomfortable to ride on.

Based on the facts, Local 180 is asking that the Company be required to make the necessary changes in this equipment to make these tractors safe to operate on the highway, and also comfortable to sleep in and ride on.

Case #SC-8-(4)-8-737.

JSC Motion: That the claim of the Union be denied.

Deadlocked Southern California JSC August 5, 1968.



DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE  
\* \* \* \* \*

Case # Local 180, Los Angeles, California, and  
11-8-4155 Los Angeles - Seattle Motor Express

O-T-R Local 180 is asking for runaround pay for ten teams who were  
Dispute runaround on August 23, 1968 and for any trips which were missed by other drivers as a result of this grievance. On August 23, 1968 LASME put ten loads of freight on rail and sent them to Seattle, Washington when they had men and equipment available in Los Angeles, as a result the top ten teams on the roll call for that day were runaround. This also caused the teams which were returning to Los Angeles prior to midnight Saturday to miss a chance to turn out again. Local 180 is therefore asking that the Company pay all teams which runaround for all time, and also pay any teams which missed a trip as a result of this improper dispatching for any trips lost.

Case #SC-10-8-1898.

JSC Motion: That based on a prior JWC decision involving Local 224 and Milne Truck Lines, the claim of the Union be allowed.

Deadlocked Southern California JSC October 10, 1968.

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE  
\* \* \* \* \*

Case # Local 180, Los Angeles, California, and  
11-8-4156 Pacific Intermountain Express Co.

MASTER Los Angeles sleeper drivers, members of IBT Local #180,  
Dispute are presently being paid on a trip basis. Checks are issued by  
the Los Angeles station. The Company requests that the sleeper  
drivers be paid on Friday of each week with a one-week hold  
back. The checks will be issued at the Company's General  
Office in Oakland, California.



DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE  
\* \* \* \* \*

Case #  
11-8-4157

Local 180, Los Angeles, California, and  
Pacific Intermountain Express

O-T-R  
Dispute

Local 180 takes the position that Carter and Allen are entitled to 5-3/4 hours pay at \$3.68 per hour, a total of \$21.16 for each man.

On trip #156761, June 1, 1968 to June 7, 1968 on truck #27-1004 arrived in Chicago at 0421 June 4, 1968 and did not get out until 1011 June 4, 1968. There was a diaphragm blown on the tractor which the shop said would take 1/2 hour to repair but after this team had waited 1-1/2 hours, the dispatcher said he was putting them off duty. They said okay we will sign for 8 hours off and go to the hotel. The dispatcher said don't do that, I will give you a 2 hour call now. He would not sign for the time and claim was denied in Los Angeles.

Contention is they were not effectively relieved of duty and were actually held in readiness the total time and are entitled to compensation.

Case #SC-8-8-1494.

JSC Motion: That the claim of Carter and Allen be allowed.

Deadlocked Southern California JSC August 5, 1968.

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE  
\* \* \* \* \*

Case # Local 180, Los Angeles, California, and  
11-8-4158 Pacific Intermountain Express

O-T-R Local 180 takes the position that Grace and Woods are entitled  
Dispute to 4-1/2 hours pay at \$3.68 per hour, a total of \$16.56 for  
each man.

This team arrived in St. Louis at 5:00 a.m. on June 7, 1968 and were told they would turn. They advised the dispatcher that their tractor #21-1311 needed the air conditioner checked. They were told they were off duty and asked if they wanted to go to the hotel. They said no, and offered to take another tractor. Dispatcher said they didn't have another tractor, so they waited until #21-1311 was repaired.

It is our contention that #21-1421 was there and available all the time as well as the load of freight. They were dispatched at 9:30 a.m. and we contend their free time was deliberately abused.

Case #SC-8-8-1491.

JSC Motion: That the claim of Grace and Woods be allowed.

Deadlocked Southern California JSC August 5, 1968.



DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE  
\* \* \* \* \*

Case #  
11-8-4159

Local 180, Los Angeles, California, and  
Pacific Intermountain Express

O-T-R  
Dispute

Local 180 takes the position that Jacob and Green are entitled to 12-1/4 hours pay at \$3.68 per hour, a total of \$45.08 for each man.

This team arrived in Chicago at 0021 a.m. June 10, 1968 on Unit #27 - 1050 which they wrote up as needing repairs and the dispatcher put them off duty and they signed for 8 hours off. They were called for 1150 a.m. June 10th and reported at the terminal at which time they were assigned Unit #20-1315. They changed their gear and fueled the unit and had the air conditioner repaired. They departed at 12:50 p.m. June 10, 1968.

The Union contends that with loads and equipment available they should have been given another unit and turned upon arrival and that holding them 12 hours before assigning them another unit constitutes abuse of free time. Trip #161829.

Case #SC-8-8-1493.

JSC Motion: That the claim of Jacob and Green be denied.

Deadlocked Southern California JSC August 5, 1968.

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE  
\* \* \* \* \*

Case #  
11-8-4160

Local 180, Los Angeles, California, and  
Transcon Lines

O-T-R  
Dispute

Local 180 takes the position that Miles Hamper is entitled to  
be reimbursed for a motel bill in the amount of \$14.56.

Hamper and Davis broke down in Flagstaff and were put off  
duty, but Company refused to pay the motel bill. Our  
position is that a team cannot be effectively relieved of  
duty unless a room is provided.

Case #SC-10-(9)-8-1690.

JSC Motion: That the claim of Miles Hamper be denied.

Deadlocked Southern California JSC October 10, 1968.



DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE  
\* \* \* \* \*

Case #                      Local 180, Los Angeles, California, and  
11-8-4161                      Transcon Lines

O-T-R                      Local 180 takes the position that Hamper and partner are  
Dispute                      entitled to 1 hour and 25 minutes pay at \$3.68 per hour - a  
                                 total of \$5.21 for each man.

This team made their running time from Oklahoma City to Los Angeles and were available for re-dispatch at 2:15 a.m. but a team from Albuquerque came into Los Angeles over their running time after arrival of Hamper and partner but were dispatched to Oklahoma City at 4:18 a.m. and partner didn't get out until 5:43 a.m. , hence claim for runaround.

Incident happened on trip #43 734, May 22, 1968 claim was submitted on May 25, 1968 was marked "pending further investigation" was not officially denied until July 22, 1968 at which time the claim was dated-denied and signed by G. Zink.

The Union contends that this claim is not untimely because the stalling tactics prior to denial amount to subterfuge and the date of positive denial is the date on which timeliness is based.

Case #SC-10-(9)-8-1689.

JSC Motion: That the claim of Hamper and partner be denied.

Deadlocked Southern California JSC October 10, 1968.

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE  
\* \* \* \* \*

Case #                      Local 208, Los Angeles, California, and  
11-8-4162                      Freight Transport

Master                      For and on behalf of:  
Dispute

Robert Bumgardner	Ray Santana
Jimmie Kearns	Pete Esparza
Walker Groves	Armando Medina
Williams Lircutis	

and all other drivers. Money, seniority and fringe benefits claim is made on behalf of these employees, members of Local 208.

Freight Transport failed to abide by Article 1 - 5 of the NMFA by selling trucks and equipment to Dependable Trucking and assigning certain accounts to go to Dependable Truck with the equipment, thereby depriving the above employees work opportunities as provided under the National Master Freight Agreement and Supplement thereto. Money claim with all other rights is hereby claimed for under Article 43, Section 5.

Case #SC-10-8-1927.

JSC Motion: That Freight Transport and Dependable Trucking are party to the National Master Freight Agreement and Article 1 shall apply, therefore, the claim of the Union be allowed.

Deadlocked Southern California JSC October 11, 1968.



DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE  
\* \* \* \* \*

Case # Local 222, Salt Lake City, Utah, and  
11-8-4163 Garrett Freightlines, Inc.

O-T-R Heber M. Morris is a Salt Lake based line driver. On June  
Dispute 8, 1968, he was involved in an accident for which the Company  
contemplated discharging him. After discussion with the  
driver and the Local Union, he was given a 60-day suspension  
to run from June 8, 1968 to August 8, 1968 which was agreed  
to by the driver and the Local Union.

The Union now claims that the driver is entitled to holiday pay  
for July 4th , arguing that the driver was not terminated or  
laid off.

Case # 1313 (Sept. 68-4).

JSC Motion: That based on the facts the Union's claim be  
denied.

Deadlocked Utah-Idaho JSC September 17, 1968.

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE  
\* \* \* \* \*

Case #  
11-8-4164

Local 222, Salt Lake City, Utah, and  
Garrett Freightlines, Inc.

O-T-R  
Dispute

A. P. Hafen is a Salt Lake based line driver. He spent two and three-tenths hours at the doctor's office obtaining his I. C. C. physical on March 4, 1968. He claims pay for this time so spent.

It is the Company's position that he took the physical outside of his regular working time and claim is not payable.

Case #1296 (Aug. 68-5).

JSC Motion: That this case be referred to the Joint Western Area Committee for interpretation. Motion Carried.

Utah-Idaho JSC August 23, 1968.



DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE  
\* \* \* \* \*

Case # Local 222, Salt Lake City, Utah, and  
11-8-4165 Milne Truck Lines

O-T-R  
Dispute

The Company's line drivers at Salt Lake City and St. George, Utah are on a common seniority list, all represented by Local 222. As a result of a Change of Operations approved in August of 1968 (JWAC Case #5-8-3720) the line board at St. George consists of: 8 drivers bid St. George to Los Angeles, lay and return (three round trips per week); four drivers bid St. George to Salt Lake City, lay and return; one driver bid on a St. George - Las Vegas turnaround; and one extra board man. Some of the drivers bid on the Los Angeles runs frequently request trips off for personal reasons. The Company has honored these requests and has utilized two casuals to replace the regulars requesting time off.

The Union protests this use of casuals and demands that the Company add more regular drivers to the extra board at St. George.

It is the Company's position: (1) That there would not be sufficient work for an additional extra board driver if the bid LA men did not request trips off. (2) That the Company has offered to re-bid the LA runs on a "three and two" basis to allow the men more free time but the Union and the drivers have refused. (3) That it would be an unfair economic burden on the Company to require the Company to hire additional regular employees and pay fringes on them just to honor the bid drivers requests for trips off.

Case #1324 (Sept. 68-15)

JSC Motion: That the Union's position be upheld and that one more man be added to the extra board at St. George.

Deadlocked Utah-Idaho JSC October 9, 1968.

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE  
\* \* \* \* \*

Case #                      Local 224, Los Angeles, California, and  
11-8-4166                      Arizona - Pacific Tank Lines

Tanker                      Union on behalf of Signey J. Miller claims the difference in  
Dispute                      mileage between a Fresno turnaround run and an Oakland layover  
                                 run on June 13/68 and July 31, 1968.

Union claims runaround mileage from Fresno to San Francisco.  
Also claims no agreement is established with the Company  
regarding a break point at Fresno. Company has never requested  
break points and Company by doing this can run arbitrarily  
anyway then wish.

Company claims they have always had a Fortier Terminal in  
Fresno in the Tank Division and by past practice have always  
done so. Company claims there is nothing in the contract being  
violated.

Case #T-88-1175.

JSC Motion: That based on the facts presented, the claim of  
the Union is upheld.

Deadlocked California-Arizona-Nevada JSC October 17, 1968 .



DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE  
\* \* \* \* \*

Case # Local 224, Los Angeles, California, and  
11-8-4167 California Motor Express

O-T-R Local 224 on behalf of Charles C. Larkin claims misdispatch  
Dispute on August 2, 1968, when driver Spittler went to Oxnard,  
back to Los Angeles and on to San Diego. An Oxnard local  
man also came to Los Angeles and back to Oxnard.

Mr. Larkin is claiming 8 hours pay for this night.

Case #SC-10-8-1826.

JSC Motion: That the claim of C. C. Larkin be denied.

Deadlocked Southern California JSC October 8, 1968.

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE  
\* \* \* \* \*

Case # Local 224, Los Angeles, California, and  
11-8-4168 Cantlay + Tanzola - Division of Western Gillette

Tanker Union on behalf of William W. Gibbs claims mileage from  
Dispute Yuma, Arizona to Casa Grande and return, which was rejected  
August 1, 1968.

Union read statement of driver Gibbs pertaining to money claim.  
Driver was dispatched on his bid truck to Yuma and then equip-  
ment was sent on to Casa Grande. Union claims driver had  
hours available and could have gone on.

Company claims they have a driver in Yuma since 1952 and  
he has always taken any loads from Yuma to Casa Grande.  
In order to provide a living for the driver, the Company also  
established a piece of equipment handling a pipe line. The  
man has always worked the two trucks.

Case #T-98-1193.

JSC Motion: That the claim of the Union be denied.

Deadlocked California-Arizona-Nevada JSC October 17, 1968.



DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE  
\* \* \* \* \*

Case # Local 224, Los Angeles, California, and  
11-8-4169 Consolidated Copperstate Lines

MASTER Local 224 on behalf of Roger A. Lee is claiming a round trip  
Dispute to Phoenix, Arizona, due to the fact he was subpoenaed and  
ordered to go to court on behalf of the Company.

Case #SC-8-8-1507.

JSC Motion: That Roger A. Lee be paid the Phoenix trip.

Deadlocked Southern California JSC August 6, 1968.

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE  
\* \* \* \* \*

Case # Local 224, Los Angeles, California, and  
11-8-4170 Consolidated Freightways, Inc.

O-T-R Local 224 on behalf of J. B. Brannon claims room rent on  
Dispute June 28, 1968.

Case #SC-8-8-1510.

JSC Motion: That the claim of J. B. Brannon be denied.

Deadlocked Southern California JSC August 6, 1968.



DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE  
\* \* \* \* \*

Case # Local 224, Los Angeles, California, and  
11-8-4171 Illinois - California Express

O-T-R Local 224 on behalf of Robert J. Konek claims runaround on  
Dispute June 5, 1968 when the Company sent Jack Baldon on two San  
Diego turns and Konek was not called and had statutory restand  
I. C. C. hours available.

Case #SC-9-(8)-8-1512.

JSC Motion: That the claim of R. J. Konek be denied.

Deadlocked Southern California JSC September 10, 1968.

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE  
\* \* \* \* \*

Case # Local 224, Los Angeles, California, and  
11-8-4172 Los Angeles - Seattle Motor Express

O-T-R Local 224 on behalf of the members employed at LASME  
Dispute requests the Joint State Committee to instruct the Company  
to comply with Article 49 of the O-T-R Supplement and pay  
for the time spent fueling reefer equipment.

A factual case - Mr. Harry E. Baker claimed and was  
denied on June 5, 1968, 1/4 hour spent fueling reefers.

Case #SC-10-(7)-8-1301.

JSC Motion: That the claim of H. E. Baker be allowed.

Deadlocked Southern California JSC October 8, 1968.



DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE  
\* \* \* \* \*

Case # Local 287, San Jose, California, and  
11-8-4173 Camall Service

O-T-R Union claims Company must maintain Los Angeles bid run.  
Dispute Claims Company using sub-haulers in place of the run.

Company claims that they have four Los Angeles runs but they are only running three men since a tractor broke down. The Company stipulated to the fact that they use sub-haulers in place of this run. Company claimed that the tractor is still out of service.

Case #CB-2679.

JSC Motion: That the Company be instructed to put the fourth run on.

Deadlocked California Bay JSC September 17, 1968.

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE  
\* \* \* \* \*

Case #  
11-8-4174

Local 431, Fresno, California, and  
Scannivino Trucking Company  
E. O. Cloud

Sub-  
Contracting

CV-98-2190: - Local 431 vs. Scannivino Trucking Co.  
Union requests that E. O. Cloud truck and driver is operated  
on Scannivino rotating board out of Madera terminal be  
placed on seniority roster of Scannivino Trucking.

Case #CV-98-2191: - Local 431 vs. Scannivino Trucking Co.  
Union claims pay for Udell Paul from date of notification to  
Company of release from doctor until returned to work.

Case #CV-98-2192: - Local 431 vs. E. O. Cloud. Union  
claims time for Udell Paul from time Company was notified  
of release from doctor until returned to work.

Cases No. CV-98-2190 - 2191 - 2192.

JSC Motion: That under Article 32, Subsection 2 of the  
Master Agreement, these three cases are referred to the  
Joint Western Area Committee. Motion Carried.

California Valley JSC (no date of action given).



DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE  
\* \* \* \* \*

Case # Local 448, Missoula, Montana, and  
11-8-4175 N. P. Transport

O-T-R  
Dispute

Violation of Article 24 of NPT Supplemental Agreement by not bulleting and assigning the Missoula-Darby and Missoula-Polson runs that are presently being pulled by extra drivers.

Employer position is that the Missoula-Darby is not a regular run as it is a 5 day week service only.

Case #M-856.

JSC Motion: That in Case M-856 the Company bulletin, the Missoula-Darby run in accordance with Article 24. (JSC Filing reads this way).

Deadlocked Montana JSC September 20, 1968.

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE  
\* \* \* \* \*

Case # 11-8-4176 Local 467, San Bernardino, California, and  
McKeown Transportation Company, Inc.

O-T-R Dispute CASE #1459: Local 467 hereby files a grievance under Article 43, Section 5, of the O-T-R Agreement against McKeown Transportation on behalf of Walter Wright and B. Cargill in the amount of 44 hours at \$3.95 per hour - \$173.80 each. On June 14, 1968 at 7:00 p.m. was dispatched for 4:00 a.m. on June 17, 1968. This run was cancelled on June 16, 1968 and was delivered by Capitol Truck Lines. This team was not dispatched until 12:01 a.m. June 19, 1968 (runaround).

CASE #1460: Local 467 hereby files a grievance against McKeown Transportation under Article 43, Section 5 of the O-T-R Agreement on behalf of Cargill and Wright in the amount of the difference of a Sacramento trip and Amarillo, Texas trip - plus 3 hours runaround. On July 8, 1968 the Company violated the Agreed-To Dispatch Rules by running Capitol Tank Drivers around company drivers.

Cases #SC-10-(8)-8-1459 and 1460.

JSC Motion: That the claim of Wright and Cargill be denied.

Deadlocked Southern California JSC October 7, 1968.



DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE  
\* \* \* \* \*

Case # Local 467, San Bernardino, California, and  
11-8-4177 O.N.C. Motor Freight System

O-T-R Local 467 hereby files a grievance under Article 43, Section 5  
Dispute of the O-T-R Agreement against O.N.C. on behalf of Earl A.  
Collins for the difference between Colton to Los Angeles turn  
and Oakland trip on July 17, 1968.

Also, the difference between Colton to Los Angeles turn and a  
Pixley turn on July 19, 1968.

Case #SC-10-(9)-8-1639.

JSC Motion: That the claim of E. A. Collins be allowed.

Deadlocked Southern California JSC October 7, 1968.

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE  
\* \* \* \* \*

Case #  
11-8-4178

Local 468, Oakland, California, and  
Consolidated Freightways

O-T-R  
Dispute

Money claim as of September 3, 1968 in the names of  
Robert D. Cummings and Charles Yager.

Union claimed runaround of 24 hours. Claimed grievant  
lost 24 hours due to a faulty dispatch.

The Employer's position was that on September 1, 1968  
Company gave calls for weekend. Claimed grievant came  
in but partner did not show up. Grievant paid 4 hours.  
Called again for dispatch but refused. Grievant was then  
dropped to #21 on call.

Case #CB-2721.

JSC Motion: That the claim of the Union be upheld based  
on the 4 to 6 dispatch procedure.

Deadlocked California Bay JSC October 15, 1968.



DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE  
\* \* \* \* \*

Case # Local 468, Oakland, California, and  
11-8-4179 Consolidated Freightways

O-T-R Money claim for 12 hours as of August 13, 1968, in the  
Dispute names of J. W. Holloway and A. C. Mitchell.

Union claims grievants were delayed 17-1/2 hours at  
Boise on August 13, 1968 and were paid 5-1/2 hours. Union  
claimed L.A. based team hooked to Oakland trailer and  
given first dispatch.

Company claimed L. A. given load and dispatch one hour  
prior to Oakland teams arrival. Company referred to  
JWAC Case #2-8-3586.

Case #CB-2722.

JSC Motion: That the claim of the Union be upheld.

Deadlocked California Bay JSC October 15, 1968.

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE  
\* \* \* \* \*

Case # Local 468, Oakland, California, and  
11-8-4180 Pacific Intermountain Express

O-T-R The Union claimed that the grievant, Don Edie, came in and  
Dispute was told that there would be no work for him until the following  
day. The grievant left the terminal. The Union claimed that  
a run was pulled by an extra man.

The Company stated that the grievant was told that it looked  
like there would be no work, but that an unexpected load  
developed. The Company claimed they tried to reach the  
grievant but were unable to do so, so an extra man was used  
for the run.

Case # CB-2662.

JSC Motion: That the claim of the Union be upheld.

Deadlocked California Bay JSC August 20, 1968.



DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE  
\* \* \* \* \*

Case # Local 492, Albuquerque, New Mexico, and  
11-8-4181 Navajo Freight Lines, Inc.

O-T-R Runaround pay of 8 hours claimed for J. T. Tolbert in  
Dispute Phoenix on May 9, 1968.

In the first hearing of this case in Meeting No. 8-67 of the JSC, Mr. Glen Jones for the Union stated that the claim is for runaround pay for 8 hours in the amount of \$30.00 because Mr. Tolbert was held in Phoenix while a Kansas City team took a load when they have no rights.

At the second hearing, he reported having met with Mr. Emil Zweizen, representing the Company, and Mr. Stanhope of the Kansas City Local Union. Mr. Stanhope contended his union has right to pull out of Phoenix , therefore this is not a valid claim.

In Meeting No. 8-67, Mr. Zweizen for the Company stated that Albuquerque drivers do not have jurisdiction; the load was from Phoenix to Wichita, then to Kansas City.

Case #875.

JSC Motion: None given.

Deadlocked Arizona-New Mexico JSC September 9, 1968.

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE  
\* \* \* \* \*

Case # Local 533, Reno, Nevada, and  
11-8-4182 I. M. L.

MASTER Union claims on May 29, 1968, Company took a partial load of  
Dispute tires to Elko, Nevada, and unloaded by consignee employees.  
Union claims it should have been done by Union pick-up and  
delivery employees of I. M. L.

Union claims filing is their case. Also claims this was no  
emergency just because of the customers complaining, and  
could have been unloaded later.

Company claims tires were in the head end of the trailer.  
Trailer was unloaded except the tires. All men were working  
and customer wanted tires delivered so trailer was dropped  
as requested. Since all men were working, the customer  
employees unloaded the tires. Company claims this was an  
emergency.

Case #CV-78-2141.

JSC Motion: That the work performed by Rogers Company  
employees was bargaining unit work and the claim of the  
Union is upheld.

Deadlocked California Valley Joint State Committee  
(no date of action given)



DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE  
\* \* \* \* \*

Case # Local 542, San Diego, California, and  
11-8-4183 Aztec Forwarding, Inc.

Sub-  
Contracting

Signatory Employer, Aztec Forwarding (AF) has transferred right, title and/or interest in its operations, contracts and/or P.U.C. permits to Aztec Transportation Company, Inc. (AT), its parent corporation in violation of Article 1, Section 3 of the National Master Freight Agreement by:

- (a) Failing to notify Local 542 of the transaction.
- (b) Failing to require AT to assume all obligations of the applicable labor agreements.
- (c) Using a leasing device to AT to evade the NMFA, and
- (d) Failing to assume liability for damages sustained by covered employees by loss of job opportunities.

In the alternative, AF has sub-contracted, transferred, leased, assigned or conveyed bargaining unit work to AT which has given this bargaining unit work to non-bargaining unit employees in violation of Article 32, Section 1, of the NMFA. Under same section, AF has committed and continues to commit violations by:

- (a) Farming out dock work to AT non-bargaining unit employees, and
- (b) Interlining freight for the purpose of evading obligations in NMFA..

Case #SC-8-8-1463.

JSC Motion: That the Company is sub-contracting, therefore, the claim of the Union be upheld.

Deadlocked Southern California JSC August 5, 1968.

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE  
\* \* \* \* \*

Case # Local 690, Spokane, Washington, and  
11-8-4184 Consolidated Freightways

MASTER  
Dispute

Maintenance of Standards of National Master Freight Agreement:  
Consolidated Freightways has discontinued furnishing flash-  
lights and batteries to road men and hostlers at Spokane terminal.  
This Company, under past practice, has always supplied these  
employees with this equipment. Local 690 is asking that this  
Company be ordered to continue to supply flashlights and batteries  
as in the past. Any accident or damage caused by improper  
lighting, or without proper flashlights, we feel our people are  
not to be held responsible.

Case #2148 (U).

JSC Motion: That the position of the Union be upheld.

Deadlocked Washington JSC August 21, 1968.



DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE  
\* \* \* \* \*

Case # Local 692, Long Beach, California, and  
11-8-4185 McKeown Transportation Company

O-T-R In the week ending July 14, 1968, McKeown Transportation  
Dispute shorted our member, Donald E. Thurber, three hours on  
his 40-hour guarantee contained in McKeown Rider signed  
with Local 692.

We ask the committee to instruct McKeown Transportation to  
pay Mr. Thurber three hours at \$3.95 per hour.

Case #SC-9-8-1647.

JSC Motion: That based on the fact that D. E. Thurber did  
not have hours to work Thursday and Friday, he lost his  
40-hour guarantee, the claim be denied.

Deadlocked Southern California JSC September 9, 1968.

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE  
\* \* \* \* \*

Case # Local 692, Long Beach, California, and  
11-8-4186 McKeown Transportation Company

O-T-R Local 692 claims on behalf of all employees of McKeown Trans-  
Dispute portation, Torrance Division, where in the past McKeown Trans-  
portation has paid for checking fuel delay time and for all layover  
time other than the first eight hours.

One case in particular where Loyal Kohl and James Harder were  
denied payments of these items on a trip to Seattle from April  
22, 1968 to April 26, 1968. The Local asks the committee to  
instruct McKeown Transportation to compensate Mr. Kohl and  
Mr. Harder for the trip mentioned and to continue to compensate  
all employees on the Maintenance of Standards of future trips  
from the Torrance Terminal. We are asking for approximately  
20-1/2 hours at \$3.95 per hour for Mr. Kohl and Mr. Harder.

Case #SC-9-(7)-8-1291.

JSC Motion: That the claim of the Union be allowed.

Deadlocked Southern California JSC September 9, 1968.



DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE  
\* \* \* \* \*

Case #                      Local 692, Long Beach, California, and  
11-8-4187                   Oilfields Trucking

Tanker                      Union claims moneys earned by extra man on July 5, 1968  
Dispute                      when Doyle Brown was left home and extra man was sent out  
                                 on his truck.

Case #T-88-1171.

JSC Motion: That the claim of the Union be denied.

Deadlocked California-Arizona Joint State Tank Committee  
(no date of action given).

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE  
\* \* \* \* \*

Case # Local 741, Seattle, Washington, and  
11-8-4188 Consolidated Freightways

O-T-R Local 741 requests that Consolidated Freightways be directed  
Dispute to bid a Seattle to Yakima-Seattle turn on a freight available  
basis and a Seattle to Walla Walla division on a freight available  
basis to run Monday and Wednesday and Friday.

Case #2147 (U).

JSC Motion: That the Company be directed to post a Seattle-  
Yakima and Seattle-Walla Walla bid as requested.

Deadlocked Washington JSC October 16, 1968.



DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE  
\* \* \* \* \*

Case #                      Local 741, Seattle, Washington, and  
11-8-4189                  Garrett Freightlines

O-T-R  
Dispute

F. T. Lesewski, Seattle line driver was given written dispatch orders from Seattle to Pasco, Washington on August 15, 1968. He was re-dispatched to Walla Walla, Washington. Union claims the dispatch from Pasco, Washington to Walla Walla constitutes another division at a minimum days pay.

Case #2173 (U).

JSC Motion:    That the claim of the Union be denied.

Deadlocked Washington JSC September 19, 1968.

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE

\* \* \* \* \*

Case # Local 741, Seattle, Washington, and  
11-8-4190 Los Angeles - Seattle Motor Express

Interpre- Local 741 requests an interpretation of Article 54, Section 11  
tation of the Western States O-T-R Supplemental Agreement as it  
applies to the following set of actual circumstances:

Shuriman and Leggio arrived in Los Angeles on trip of September 17th and 19, 1968. They were advised to check for possible turnaround situation. After being delayed approximately 30 minutes, they were given a dispatch time of departure some 2-1/2 hours later. They were paid 1/2 hour delay and were denied the other 2-1/2 hours.

A similar situation occurred with Knight and Chalker on trip of September 11th and 14, 1968. Other situations at Los Angeles and Oakland of the same nature have been frequent. On behalf of our sleeper drivers we would like the following points clarified for the future:

- (1) Can the Company relieve a team from duty upon arrival and give them a dispatch time of less than 8 hours without being obligated to pay them for the time?
- (2) If a team is relieved from duty upon arrival at the layover point and signs for 8 hours off, is the Company obligated to offer them a load if one becomes available prior to the 8 hours, or can the Company dispatch around them for 8 hours?
- (3) If the Company can dispatch around a team that signs for 8 hours off, when does that team go on paid time; at the end of eight hours, or after the 13 free hours allowed under the layover clause?



DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE  
\* \* \* \* \*

Case #                      Local 741, Seattle, Washington, and  
11-8-4191                  Los Angeles -Seattle Motor Express

O-T-R                      On trip of September 30th, October 2, 1968, sleeper team Kion  
Dispute                      and Laird were instructed to do certain duties falling within  
                                the PUD classification while they were enroute to Los Angeles,  
                                California. They were told by the Portland dispatcher to take  
                                trailer #9149-V 6015-V to McCracken Bros. The drivers objected  
                                to this because the terminal was open and men were on duty.  
                                However, they did make the delivery. They claim due to in-  
                                structions from the Company, that they were entitled to 1-1/2  
                                hours each at the local heavy-duty scale , plus 1-3/4 hours  
                                each terminal delay at the OTR scale.

Case #2196 (U).

JSC Motion: That the claim of the Union be upheld and the  
Company be instructed to comply with the contractual pro-  
visions and any decisions based thereon.

Deadlocked Washington JSC October 16, 1968.

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE  
\* \* \* \* \*

Case # Local 741, Seattle, Washington, and  
11-8-4192 Los Angeles - Seattle Motor Express

O-T-R On trip of August 26, 1968, sleeper team Danzl and Tullar were  
Dispute dispatched from Oakland to Seattle via Stockton, California.  
They were hauling a wide load permitted for daylight travel  
only. Upon arrival at Portland, Oregon, they had to tie up  
because of darkness. The Company paid them for the 8 hours  
they were tied up but denied them the motel and meal expenses,  
or a total of \$6.60 to each driver.

Under JWC Case #5-338, May, 1962, filed as an interpretation  
by Local 180, the decision was that teams tied up in this manner  
would receive 8 hours out of 24, plus meals and lodging and that  
this would apply as long as the team was not displaced on the  
roll call.

Case #2195 (U).

JSC Motion: That the Union's position be denied based on  
the facts in this case.

Deadlocked Washington JSC October 16, 1968.



DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE  
\* \* \* \* \*

Case # Local 741, Seattle, Washington, and  
11-8-4193 Los Angeles - Seattle Motor Express, Inc.

Interpre- Request for Interpretation of Article 52 of the previous Western  
tation States Area Pick-Up + Delivery + Dock Workers Supplemental  
Agreement as it relates to contributions on behalf of casual  
employees employed 4 hours or less.

At the time of purchase of Interstate Freight Lines by LASME effective January 1, 1967, a dispute over payments of certain pension contributions was under discussion by IFL and representatives of the Pension Trust and the Local Unions involved . As a result of the purchase of IFL any obligations of record at that time were assumed by LASME. During continuing meetings between the principals since that time all unresolved portions of the dispute have been resolved with the exception of that portion relating to contributions on behalf of casual employees employed under the former agreement 4 hours or less.

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE  
\* \* \* \* \*

Case # Local 961, Denver, Colorado, and  
11-8-4194 DC International

Automotive Erasmo Guerra states: On November 8, 1967 there was  
Dispute steaming to be done - 2 trailers, #7115 and #7129. The grave-  
yard shift put an oiler to do steaming. This is crossing classif-  
ication. I, Erasmo Guerra was here to do the steaming. I  
feel I should be paid 4 hours.

Case #4.

JSC Motion: None given.

Deadlocked Colorado-Wyoming JSC September 4, 1968.



DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE  
\* \* \* \* \*

Case # Local 961, Denver, Colorado, and  
11-8-4195 DC International

Automotive  
Dispute

L. D. Parker states: On October 16, 1967 I was ordered  
to hang hooks by Red Gawf. This is a different classification.

Case #7.

JSC Motion: None given.

Deadlocked Colorado-Wyoming JSC September 4, 1968.

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE  
\* \* \* \* \*

Case # Local 961, Denver, Colorado, and  
11-8-4196 DC International, Inc.

Automotive  
Dispute

CASE #13: J. A. Brame states: On June 20, 1968 it was necessary to have someone work the fuel bid job because the bid fueler was on vacation. The Company assigned E. Glen, a bid lubeman to do this work. I am a bid fueler but was not called for this work, which was a violation of my classification seniority. Claiming 8 hours pay at time and one-half.

CASE #14: J. A. Brame states: On June 13, 1968 it was necessary to have someone work the fuel bid job because the bid fueler was on vacation. The Company assigned E. Glenn a bid lubeman to do this work. I am a bid fueler but was not called for this work, which was a violation of my classification seniority. Claiming 8 hours at time and one-half.

CASE #15: Lawrence D. Parker states: On June 11, 1968 it was necessary to have someone work the fuel bid job because the bid fueler was on vacation. The Company assigned E. Glenn, a bid lubeman to do this work. I am a bid fueler but was not called for this work, which was a violation of my classification seniority. I claim 8 hours pay at time and one-half.

CASE #16: Lawrence Parker states: On June 4, 1968 it was necessary to have someone work the fuel bid job because the bid fueler was on vacation. The Company assigned E. Glenn, a bid lubeman to do this work. I am a bid fueler but was not called for this work, which was a violation of my classification seniority. I claim 8 hours at time and one-half.

Cases # 13 - #14 - #15 - #16.

JSC Motion: None given.

Deadlocked Colorado-Wyoming JSC September 4, 1968.



DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE  
\* \* \* \* \*

Case #  
11-8-4197

Local 961, Denver, Colorado, and  
Navajo Freight Lines, Inc.

O-T-R  
Dispute

William Stehl states: Picked up trailer #7069 at Amarillo, Texas; it was a load for Los Angeles, California but had to drop it at Albuquerque, New Mexico and turn back to Denver. We think we had the right to go on to Los Angeles with the load instead of turning back to Denver.

Claim miles from Albuquerque, New Mexico to Los Angeles and back to Albuquerque.

Case #1.

JSC Motion: None given.

Deadlocked Colorado-Wyoming JSC September 4, 1968.

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE  
\* \* \* \* \*

Case # Local 961, Denver, Colorado, and  
11-8-4198 Navajo Freight Lines, Inc.

O-T-R Marion L. Carter states: Pulled trailers A-82 and A-99 from  
Dispute Denver to Albuquerque, New Mexico. One was loaded for  
Phoenix and the other for Los Angeles. They turned us in  
Albuquerque and we request pay for rest of trip to Los Angeles,  
through Phoenix. We were paid from Denver to Albuquerque.

Case #2.

JSC Motion: None given.

Deadlocked Colorado-Wyoming JSC September 4, 1968.



DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE  
\* \* \* \* \*

Case # Local 961, Denver, Colorado, and  
11-8-4199 Navajo Freight Lines, Inc.

O-T-R Bailey and McAvin state: On February 25, 1968, Kansas City  
Dispute team Compton and Holmes departed Amarillo 12:39 p.m. for  
Denver with tractor #4076 and trailer #2077, arriving at 2039,  
February 25, 1968. Bailey and McAvin were first up on the  
board and could have been sent to bring this load to Denver.  
Amarillo to Denver freight has always been for Denver driver.

This is a violation of Maintenance of Standards, these drivers  
doing this work. There has never been a Change of Operations  
requested on this.

Case #3.

JSC Motion: None given.

Deadlocked Colorado-Wyoming JSC September 4, 1968.

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE  
\* \* \* \* \*

Case # Local 961, Denver, Colorado, and  
11-8-4200 Navajo Freight, Lines, Inc.

O-T-R Sam Altergott states: April 13th we were dispatched to Oakland  
Dispute via Camp Parks; we arrived April 13th at 10:54 p.m. There were  
2 loads available when we arrived but we were sent to the hotel  
until April 16th, 4:09 a.m. (29 hours) While we were in hotel  
the 2 available loads were pulled out to Chicago by truck #2266,  
trailer Mid American 808, truck #5047, trailer #1071. Both  
trucks arrived after we were in the hotel.

We are filing for 21 hours runaround, omitting 8 hours of the  
29 hours claimed as layover, at \$3.65 per hour , \$76.65.  
Difference in miles of the 2 trips Oakland to Chicago to Denver-  
3205 miles and Oakland to Denver - 1278. Difference equals  
1927 miles, \$123.81 - 21 hours @ \$3.65 = \$76.65.  
Total \$200.46.

Case #8.

JSC Motion: None given.

Deadlocked Colorado-Wyoming JSC September 4, 1968.



DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE  
\* \* \* \* \*

Case # Local 961, Denver, Colorado, and  
11-8-4201 Navajo Freight Lines, Inc.

O-T-R Sam Altergott states: On March 23rd we were dispatched to  
Dispute Oakland via Camp Parks - arrived bobtail Oakland from Camp  
Parks at 10:03 p.m. March 24th. We were sent to the hotel  
during which time tractor #2156 pulled trailer Baggett #1759  
to Albuquerque. Tractor #4235 pulled trailer #2184 to Kansas  
City and tractor #4155 bobtailed to Manteca and picked up  
trailer #1400 to Chicago. We contend we were runaround by  
truck #4155 since we were on 'wheel', first-in, first-out  
dispatch.

Filing for difference in miles of 1591 miles. When we left  
Oakland we were told truck #4155 was broken at San Jose and  
they bobtailed from there to Manteca for trailer #1400 and  
on to Chicago.

Case #9.

JSC Motion: None given.

Deadlocked Colorado-Wyoming JSC September 4, 1968.

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE  
\* \* \* \* \*

Case # Local 961, Denver, Colorado, and  
11-8-4202 Navajo Freight Lines, Inc.

O-T-R D. J. Biddle states: Truck #4055, trailer #1181 arrived  
Dispute in Denver 17:30 on May 20, 1968 from Albuquerque, by Kansas  
City team - - this is not their freight. We were available  
as of May 19, 1968 at 2400 to be dispatched Denver to Albu-  
querque, New Mexico.

Claim round trip Denver to Albuquerque.

Case #17.

JSC Motion: None given.

Deadlocked Colorado-Wyoming JSC September 4, 1968.



DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE  
\* \* \* \* \*

Case #  
11--8-4203

Local 961, Denver, Colorado - Local 17, Denver, and  
Navajo Freight Lines, Inc.

MASTER  
Dispute

Local 961 claims 16 hours pay at the regular hourly rate in  
behalf of the below named employees for time lost July 15  
and 16, 1968. There are JWAC decisions which have ruled  
that employees who honor picket lines which have been est-  
ablished to enforce JWAC decisions, are entitled to their  
weekly guarantees.

John Bagwell  
G. Billis  
H. Reynolds  
J. Raynor

W. Curtis  
W. Parsons  
A. Keith

W. Bill  
A. Candelaire  
R. Anderson

The picket line established at Navajo July 15, 1968 was to  
enforce a decision of the JWAC (Case #2-8-3703).

Case #30.

JSC Motion: None given.

Deadlocked Colorado-Wyoming JSC August 7, 1968.

NOTE: Cases #32 - #95 - #96 - #97 - #98 are similar  
cases.

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE  
\* \* \* \* \*

Case #  
11-8-4204

Local 961, Denver, Colorado, - Local 17, Denver, and  
The Ringsby System

O-T-R  
Dispute

James B. Jensen states: Theron Stockton and myself were dispatched to Los Angeles, California on unit #3254, pulling trailer #2-55. We were told to go to Craig, Colorado, drop #2-55 and pick up Rio Grande #1950 and take it to Massadona, Colorado, 70 miles away; drop Rio Grande 1950 and return to Craig, bobtail, pick up our original unit #2-55 and proceed to the coast.

We say this is short line work, Mr. Hughes says it does not constitute short line pay. (Case #31)

Case #77: Local 17 states: James Jenson and Theron Stockton, Ringsby line drivers were dispatched to Los Angeles, California pulling trailer #2-55. They were told to go to Craig, Colorado, drop #2-55, pick up Rio Grande trailer #1950 and return to Craig and pick up their original trailer #2-55 and proceed to the coast. This is work in Local 17's jurisdiction and we are asking 8 hours for the senior qualified man at the overtime rate.

Cases #31 - and #77.

JSC Motion: None given.

Deadlocked Colorado-Wyoming JSC August 7th, and  
September 4, 1968.



DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE  
\* \* \* \* \*

Case # Local 961, Denver, Colorado, and  
11-8-4205 Rio Grande Motor Way, Inc.

O-T-R M. W. Goodwin states: I have a seniority date of July 16/68  
Dispute for bidding runs and carried on the seniority roster, but I  
get my vacation date on November 28, 1968.

I am asking that my vacation be the same as my bidding date of  
July 16, 1968.

Case #25.

JSC Motion: None given.

Deadlocked Colorado-Wyoming JSC October 2, 1968.

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE  
\* \* \* \* \*

Case # Local 962, Medford, Oregon, and  
11-8-4206 O. N. C. Motor Freight System

O-T-R Local 962 is in dispute with O.N.C. over the utilization of  
Dispute Over-The-Road drivers in lieu of local employees for the  
fueling of road equipment.

The Union is claiming the jurisdiction of the fueling and  
hostling in the Medford, Oregon yard. At the present time 99%  
of the fueling is being done by the OTR drivers.

The Union feels there is enough fueling for two full-time fuelers.  
They are agreeable to work out a system whereby they fuel  
all trucks and the Company can utilize the men on the dock when  
they are not fueling.

The Company's position is that they have utilized line drivers  
for fueling in Medford for over twenty-five years and claiming  
past practice. The Company maintains they pay their line  
drivers an automatic thirty minute check and fuel enroute,  
therefore, the driver is compensated for this fuel time.

Case #1136.

JSC Motion: That the Union's position be upheld.

Deadlocked Oregon JSC August 5, 1968.



DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE  
\* \* \* \* \*

Case # Local 962, Medford, Oregon, and  
11-8-4207 Pierce Freightlines

O-T-R Local 962 is in dispute with Pierce Freightlines over a run-  
Dispute around pay claim for Robert Cosler on July 7 and 9, 1968.

The Union contends that Medford driver Robert Cosler was held in Oakland, California, when his rest was up and an Oakland driver was dispatched. The Union contends that the Medford dispatch rule states that the foreign bid man is to be dispatched before the Oakland bid man. The Union is asking that driver Cosler be paid nine hours runaround.

The Company contends that the runaround was refused on the basis that there is nothing in the contract to cover foreign bid men. That the Oakland and Medford dispatch rules are two separate sets of dispatch rules and Oakland does not agree to the foreign bid man out before the Oakland men.

Case #1148.

JSC Motion: That Robert Cosler be paid nine hours runaround claim.

Deadlocked Oregon JSC September 9, 1968.

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE

DISCHARGES:

#11-8-4209	<i>well on</i> (163)	Local: 104	T.I.M.E.	Discharge
#11-8-4210	<i>wp</i> (164)	Local: 208	Republic Machinery	Discharge
#11-8-4211	<i>wp</i> (165)	Local: 448	N.P. Transport	Discharge
#11-8-4212	<i>en</i> (166)	Local: 468	LASME	Discharge
#11-8-4213	<i>on</i> (167)	Local: 741	O.N.C.	Discharge
#11-8-4214	<i>Indy on P.H.</i> (168)	Local: 856	West Transportation	Discharge

WARNING LETTERS:

#11-8-4215	(169) <i>on</i>	Local: 104	Western Gillette	Warning Letter
#11-8-4216	(170) <i>S.W.P.</i>	Local: 146	N.W. Transport	Warning Letter
#11-8-4217	(171) <i>on</i>	Local: 190	Salt Creek Ftrways	Warning Letter
#11-8-4218	(172) <i>on</i>	Local: 208	DC International	Warning Letter
#11-8-4219	(173) <i>on</i>	Local: 208	LASME	Warning Letter
#11-8-4220	(174) <i>on</i>	Local: 208	Transport Cartage	Warning Letter
#11-8-4221	(175) <i>BP</i>	Local: 235	Clark-Inland Cartage (Div. Consolidated)	Warning Letter
#11-8-4222	(176) <i>on</i>	Local: 467	Imperial Truck	Warning Letter
#11-8-4223	(177) <i>on</i>	Local: 467	Imperial Truck	Warning Letter



DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE  
\* \* \* \* \*

Case # Local 104, Phoenix, Arizona, and  
11-8-4209 T.I.M.E. Freight, Inc.

Discharge Local 104 protests the termination of Jack P. Wells under  
date of July 25, 1968.

Mr. Horace Manning for the Union, stated that Mr. Wells was not guilty of recklessness as defined by Arizona State Law driving with "willful and wanton disregard." Justice of the Peace Davis of the Salome precinct ruled that Mr. Wells was not guilty of failure to control the vehicle.

The Union asks that Mr. Wells be returned to work without loss of seniority when he is released by his physician.

Case #71.

JSC Motion: That the termination be upheld.

Deadlocked Arizona-New Mexico JSC September 9, 1968.

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE  
\* \* \* \* \*

Case #                      Local 208, Los Angeles, California, and  
11-8-4210                  Republic Machinery Moving

Discharge                  Local 208 on behalf of Wayne Walker protests termination  
notice under date of June 27, 1968 requesting that he be  
returned to work with his full seniority and realize compensa-  
tion for all time lost.

Case #SC-8-8-1596.

JSC Motion: That Wayne Walker be returned to work with  
full seniority and compensated for all time lost.

Deadlocked Southern California JSC August 9, 1968.



DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE  
\* \* \* \* \*

Case # Local 448, Missoula, Montana, and  
11-8-4211 N. P. Transport

Warning Protest warning letter of September 4, 1968 and discharge of  
Letter September 6, 1968 of Loren R. Whittrock.

+ Union position is that the letter of September 3, 1968 was  
Discharge not received by them. Mr. Whittrock stated to the Union  
he was not able to work on account of illness.

Employer read the warning letter and discharge letter. The  
warning letter stated that Mr. Whittrock was called for work  
on September 4th and was not available. The discharge letter  
stated that he was discharged for failure to report to work.  
Employer read for the benefit of the committee an item from  
the local paper citing an article of Mr. Whittrock being on a  
hunting trip.

Case #M-872.

JSC Motion: That the position of the Union be denied.

Deadlocked Montana JSC September 20, 1968.

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE  
\* \* \* \* \*

Case # Local 468, Oakland, California, and  
11-8-4212 Los Angeles-Seattle Motor Express

Discharge The grievant, John Tracy, was discharged on August 23, 1968 for recklessness resulting in a serious accident. The grievant had drifted to the right, hit a bridge railing and flipped his back trailer.

The driver claimed that a white automobile had passed him and cut to the right too soon, driving the tractor to the right.

The Company claimed that the Highway Patrol had conducted an investigation and reported that the driver had alcohol on his breath but that there was insufficient evidence for prosecution. No citation was issued. The Company claimed that the driver's tach chart indicated that he was maintaining an erratic r.p.m. indicating that the driver was not in full control of his faculties.

Case #CB-2696.

JSC Motion: That the discharge be sustained.

Deadlocked California Bay JSC September 17, 1968.



DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE  
\* \* \* \* \*

Case # Local 741, Seattle, Washington, and  
11-8-4213 O. N. C. Motor Freight System

Discharge O.N.C. terminated Mike Swabland due to failure to pass physical. Local 741 feels this is a grievance subject to Article 45, Section 1, of the Western States Area Pick-Up and Delivery Supplemental Agreement and claim pay for any time lost by Mike Swabland due to this improper termination.

Case #2133 (U).

JSC Motion: That Swabland was properly terminated under the terms of the contract.

Deadlocked Washington JSC August 21, 1968.

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE  
\* \* \* \* \*

Case #                      Local 856, San Francisco, California, and  
11-8-4214                  West Transportation

Discharge                  Union protests the discharge of Frances Phillips.

Union claims grievant not solely responsible for wage  
garnishments.

Company discharged grievant on October 2, 1968 for  
excessive garnishments. Company claimed grievant had  
previous warning letters for wage garnishments.

Case #CB-2747.

JSC Motion:    That the grievant be returned to work with  
full seniority and no back pay.

Deadlocked California Bay JSC October 15, 1968.



DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE  
\* \* \* \* \*

Case #  
11-8-4215

Local 104, Phoenix, Arizona, and  
Western Gillette, Inc.

Warning  
Letter

Union's protest to the warning letters issued to Curtis Cyphers  
and Fred A. Rael, under date of April 16, 1968.

Mr. Horace Manning, for the Union, stated that the drivers  
claim that they were running at 2,000 r.p.m. on the tachometer.  
It is the Union's position that this is not a proper way to control  
drivers; they should be stopped and warned.

Mr. Eric Acciani, for the Company, stated that on April 9th  
the two drivers were observed exceeding speed limits. Mr.  
George Dobbins, Safety Compliance Officer, U.S. Department  
of Transportation, testified that the speed limit was 65 miles  
per hour where the drivers were running between 70 and 75  
miles per hour. He did not stop the drivers since he has no  
authority to do so.

Case #859.

JSC Motion: That the warning letters be rescinded.

Deadlocked Arizona-New Mexico JSC July 22, 1968 .

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE  
\* \* \* \* \*

Case # Local 146, Colorado Springs, Colorado, and  
11-8-4216 N. W. Transport Service

Warning Ralph D. Mitchell protesting warning letter of September  
Letter 9, 1968 sent by Bob LeMaster, Terminal Manager of  
NW Transport in Colorado Springs.

Case #64.

JSC Motion: None given.

Deadlocked Colorado-Wyoming JSC October 2, 1968.



DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE

\* \* \* \* \*

Case # Local 190, Billings, Montana, and  
11-8-4217 Salt Creek Freightways

Warning Request warning letter issued Donald E. Beyl be removed  
Letter from his file.

Union stated that the citation was dismissed by the Court, further, that the drivers should not be held responsible for accidents while backing into the terminal. Because of the location of the terminal, the drivers have to go into the street to back into the terminal.

Employer sent a warning letter to Donald Beyl on August 16, 1968 which was issued for an accident that happened on August 15, 1968. A citation was issued to employee Beyl by the City Police.

Case #M-861.

JSC Motion: That in Case #M-861 the warning letter issued to Donald Beyl be removed from his file.

Deadlocked Montana JSC September 20, 1968.

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE  
\* \* \* \* \*

Case #  
11-8-4218

Local 208, Los Angeles, California, and  
DC International

Warning  
Letter

Local 208 on behalf of Jack Espy protests issuance of warning  
notice dated July 18, 1968 and requests that same be removed  
from his personnel files and records.

Case #SC-9-8-1723.

JSC Motion: That the warning notice issued to Jack Espy be  
sustained.

Deadlocked Southern California JSC September 12, 1968.



DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE  
\* \* \* \* \*

Case #  
11-8-4219

Local 208, Los Angeles, California, and  
Los Angeles - Seattle Motor Express

Warning  
Letter

Local 208 on behalf of Carl D. Kohny protests issuance of  
warning notice dated September 9th for allegedly participating  
in an unauthorized strike occurring on Friday, August 30th.

The Union submits that this warning notice is unfair, unjust,  
as well as being unreasonable.

Request therefore is that same be removed from the personnel  
files and records of Kohny.

Case #SC-10-8-1941.

JSC Motion: That based on the fact that C. D. Kohny did  
participate in an unauthorized work stoppage while on vacation,  
the warning notice be sustained.

Deadlocked Southern California JSC October 11, 1968.

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE

\* \* \* \* \*

Case # Local 208, Los Angeles, California, and  
11-8-4220 Transport Cartage + Distributing Co.

Warning Michael Napier protests issuance of warning notice dated  
Letter August 28, 1968 for an alleged "delay to equipment and freight  
on August 16, 1968."

Request is that same be removed from his personnel files and  
records.

Case #SC-10-8-1970.

JSC Motion: That the warning notice issued to M. Napier  
be sustained.

Deadlocked Southern California JSC October 11, 1968



DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE  
\* \* \* \* \*

Case # 11-8-4221 Local 235, Orange, California, and  
Clark-Inland Cartage - Division of Consolidated Freightways

Warning Letter We are protesting the warning letter issued to Frank Valdi Brown  
on July 16, 1968 as we feel it is unjust.

Case #SC-10-(9)-8-1631.

JSC Motion: That the warning notice issued to F.V. Brown  
be sustained.

Deadlocked Southern California JSC October 7, 1968.

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE  
\* \* \* \* \*

Case #                      Local 467, San Bernardino, California, and  
11-8-4222                    Imperial Truck Lines, Inc.

Warning                    Local 467 hereby files a protest of a warning notice under  
Letter                      Article 44 of the Pick-Up and Delivery Agreement against  
                              Imperial Truck Lines, Inc. on behalf of Juan Jose Morales.  
                              Said warning notice dated July 30, 1968.

Case #SC-10-(9)-8-1638.

JSC Motion:    That the warning notice issued to J. J. Morales  
be withdrawn.

Deadlocked Southern California JSC October 7, 1968.



DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE  
\* \* \* \* \*

Case # Local 467, San Bernardino, California, and  
11-8-4223 Imperial Truck Lines, Inc.

Warning Local 467 hereby files protest of warning notice on behalf of  
Letter Juan Jose Morales against Imperial Truck Lines, Inc. under  
Article 44 of the Pick-Up + Delivery Agreement.

Warning notice dated August 6, 1968.

Case #SC-10-8-1801.

JSC Motion: That the warning notice issued to J.J. Morales  
be sustained.

Deadlocked Southern California JSC October 7, 1968.

## DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE

\* \* \* \* \*

## JOINT COUNCIL # 7 CASES

#11-7-3379	<i>Heard</i>	(178)	<i>on</i>	Local: 85	<i>Heard</i>	Santa Fe Trails
#11-7-3410	<i>Heard</i>	(179)	<i>on</i>	Local: 287	<i>Heard</i>	P. M. T.
#2-8-3562	<i>P.P.</i>	(180)	<i>on</i>	Local: 70	<i>P.P.</i>	Ringsby Truck Lines
#2-8-3580	<i>P.P.</i>	(181)	<i>on</i>	Local: 85	<i>P.P.</i>	Delta Lines
#5-8-3863	<i>R. J.</i>	(182)	<i>on</i>	P.M.T.	<i>R. J.</i>	Local: 70 Clarification
#5-8-3865	<i>Heard</i>	(183)	<i>on</i>	Local: 85	<i>Heard</i>	P.M.T. <i>as one national can be and Mett's can</i>
#8-8-4054	<i>P.P.</i>	(184)	<i>on</i>	Local: 70	<i>P.P.</i>	C.M.E. / Delta Lines
#8-8-4063	<i>S.W.D.</i>	(185)	<i>on</i>	Local: 85	<i>S.W.D.</i>	Walkup's Merchants Express
#11-8-4224	<i>Heard</i>	(186)	<i>on</i>	Local: 70	<i>Heard</i>	Encinal Terminals
#11-8-4225	<i>Heard</i>	(187)	<i>on</i>	Local: 70	<i>Heard</i>	I. C.X. <i>Union win.</i>
#11-8-4226	<i>Heard</i>	(188)	<i>on</i>	Local: 70	<i>Heard</i>	LASME <i>S.W.D.</i>
#11-8-4227	<i>Heard</i>	(189)	<i>on</i>	Local: 70	<i>Heard</i>	March Transport <i>Last Union</i>
#11-8-4228	<i>Heard</i>	(190)	<i>on</i>	Local: 70	<i>Heard</i>	Oertly Bros. <i>win any new terms of contract</i>
#11-8-4229	<i>Heard</i>	(191)	<i>on</i>	Local: 70	<i>Heard</i>	P.M.T. <i>Union EV in</i>
#11-8-4230	<i>P.P.</i>	(192)	<i>on</i>	Local: 70	<i>P.P.</i>	Paxton Truck Lines
#11-8-4231	<i>Heard</i>	(193)	<i>on</i>	Local: 70	<i>Heard</i>	Robertson Drayage <i>Union win one week's pay for seniority man.</i>
#11-8-4232	<i>S.W.D.</i>	(194)	<i>S.W.D.</i>	Local: 70	<i>S.W.D.</i>	Transcon Lines
#11-8-4233	<i>Heard</i>	(195)	<i>on</i>	Local: 85	<i>Heard</i>	O.N.C.
#11-8-4234	<i>Heard</i>	(196)	<i>on</i>	Local: 85	<i>Heard</i>	West Transportation <i>Lead Lock</i>
#11-8-4235	<i>S.W.D.</i>	(197)	<i>on</i>	Local: 287	<i>S.W.D.</i>	Walkup's Merchants Express
#11-8-4236	<i>W.D.</i>	(198)	<i>W.D.</i>	Local: 315	<i>W.D.</i>	Delta Lines
#11-8-4237	<i>S.W.D.</i>	(199)	<i>on</i>	Local: 315	<i>S.W.D.</i>	Santa Fe Trails <i>Union sit down with employee</i>
#11-8-4238	<i>S.W.D.</i>	(200)	<i>on</i>	Local: 315	<i>S.W.D.</i>	Santa Fe Trails <i>Union may give bills to company</i>



DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE  
\* \* \* \* \*

Case #  
11-7-3379

Local 85, San Francisco, California, and  
Santa Fe Trails

Joint  
Council #7  
Dispute

Under piggy-back Plan 4, the Company is unloading pigs at the pig ramp in Oakland then taking them to San Francisco with a Local 70 driver and dropped at consignee and unloaded by Local 85 personnel. Union's position is that if a Local 70 driver stays with the trailer they have objection, but if the trailer is dropped at consignee a Local 85 man should be left with the trailer.

The Company's position is that these trailers are moved under the piggy-back Plan 4.

Case #LD-3364.

Joint Council #7 Labor-Management Committee Motion: That since the Local Unions of Joint Council #7 have not negotiated a Plan 1-5, and if unlawfully under Article 25, then the Union should have the right to sit down with the Company and negotiate, and if not agreed on in 60 days, the Union shall have the right to take economic action.

Deadlocked Joint Council #7 Labor-Management Committee  
October 19, 1967.

November, 1967 JWAC Action: M/m/s/c/ that the committee retain jurisdiction until our next hearing and that our Chairman, Mr. Diviny, be instructed with any member of the Association or Associations to meet with our General Vice-President of the International and get a clarification of the plans on piggyback and where they are applicable with the Local Unions and particularly whether they are applicable to Joint Council #7.

February, 1968 JWAC Action: Postponed.

May, 1968 JWAC Action: Postponed.

August, 1968 JWAC Action: Postponed.

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE  
\* \* \* \* \*

Case #  
11-7-3410

Local 287, San Jose, California, and  
Pacific Motor Trucking

Joint  
Council #7  
Dispute

Work jurisdiction. The Company is dropping trailers at the Payless Drug Stores for Van Load Sales. These trailers are left at the consignee for two-three or four days. The Union's position is that the Company may not drop trailers without local men in attendance.

The Company's position is that it is their historical practice to drop trailers at retail stores for Van Load Sales during which the merchandise is sold from the van. This operation is permissible under revised Article 45, Section 2 (a) and 3, as unloading takes place over an extended period of time.

Cases No. LD-3372 - #3373 - #3374.

Joint Council #7 Labor-Management Committee Motion: That the claim of the Union be upheld.

Deadlocked Joint Council #7 Labor-Management Committee  
October 19, 1967.

November, 1967 JWAC Action: The Main Committee will hold jurisdiction on this and postpone it until the next meeting.

February, 1968 JWAC Action: Postponed.

May, 1968 JWAC Action: Postponed.

August, 1968 JWAC Action: Postponed.



DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE  
\* \* \* \* \*

Case #  
2-8-3562

Local 70, Oakland, California, and  
Ringsby Truck Lines

Joint  
Council #7  
Dispute

The Company is trapping American President Lines vans at the consignee or shippers in Local 70 jurisdiction. The shipper or consignee is loading or unloading the freight.

The Union's position was that the driver should remain with the van.

The Company's position is that they are only paid by American President Lines for the pull and if any extra labor is performed the American President Lines is billed for it.

Case #LD-3472.

Joint Council #7 Motion: That the claim of the Union be allowed.

Deadlocked Joint Council #7 Labor-Management Committee  
January 4, 1968.

February, 1968 JWAC Action: Postponed.

May, 1968 JWAC Action: Postponed.

August, 1968 JWAC Action: Postponed.

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE  
\* \* \* \* \*

Case # Local 85, San Francisco, California, and  
2-8-3580 Detla Lines, Inc.

Joint  
Council 7  
Dispute

Whether or not air freight picked up at the airport is, or is not, connecting carrier freight.

Union's position was that the Company used a swing shift hostler to pick up freight at the airport and bring it to the terminal. The Union is asking for time and a half for the grievant's entire shift.

Company stipulates to facts but took the position that they were a party to the A.C.I. Tariff, that air freight is connecting carrier freight and that the grievant did not deliver the freight but did bring it back to the terminal for loading on outbound units.

Case #LD-3565.

Joint Council #7 Motion: That the claim of the Union be upheld.

Deadlocked Joint Council #7 Labor-Management Committee  
January 18, 1968.

February, 1968 JWAC Action: M/m/s/c/ that the committee retain jurisdiction until Local 85 can bring proof that past practice in this area exists. If the rate in this matter is a through rate with division of revenue, the claim of the Union is denied; if two or more rates are applied as a combination of locals, the claim of the Union is allowed.

May, 1968 JWAC Action: Postponed.

August, 1968 JWAC Action: Postponed



DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE  
\* \* \* \* \*

Case # Pacific Motor Trucking, and  
5-8-3863 Local 70, Oakland, California

Joint Council #7 The Union claims mail runs to Oakland Army Base are being  
Dispute performed by line drivers which is Local 70's jurisdiction.

Clarification Case #LD-3668.

Joint Council #7 Motion: That the case be referred to the  
JWAC for jurisdictional interpretation. Motion Carried.

Joint Council #7 Labor-Management Committee date of  
action March 7, 1968.

MAY, 1968 JWAC Action: M/m/s/c/ Based on the original  
agreement, Local 468 will handle the first class mail and  
Local 70 will handle the second class mail or all other mail  
'and no money claims are allowed.

Pacific Motor Trucking Company requests a clarification of  
decision rendered in Case #5-8-3863 between Local 70 and  
P.M.T.

August, 1968 JWAC Action: M/m/s/c/ due to the peculiar set  
of facts presented, this committee retain jurisdiction of this case.

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE  
\* \* \* \* \*

Case #                      Local 85, San Francisco, California, and  
5-8-3865                    Pacific Motor Trucking

Joint                      Non-Union personnel unloading P.M.T. trailers.  
Council #7  
Dispute                    Union claims Company in violation of Article 45 by claiming rail  
                             substitute service 2 without having a rail spur track.  
  
                             Employer claims that trailers move under rail piggy-back plan.  
  
                             Joint Council #7 Motion: That the Local Unions of Joint Council 7  
                             have not negotiated plan one through five and if unlawful under Article  
                             25, for what the Union requests, then the Union should have the  
                             right to sit down with the Company and negotiate. If not agreed on  
                             in 60 days the Union shall have the right to take economic action.  
  
                             Deadlocked Joint Council #7 Labor-Management Committee  
                             February 1, 1968.  
  
                             May, 1968 JWAC Action: Postponed.  
  
                             August, 1968 JWAC Action: Postponed.



DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE  
\* \* \* \* \*

Case # Local 70, Oakland, California, and  
8-8-4054 California Motor Express / Delta Lines, Inc.

Joint Delta picked up vans at Cal Motors terminals and loaded  
Council #7 freight that Cal Motors always picked up. Company also  
Dispute used an area lumper. Union claiming a day's pay for the  
two top seniority men on layoff that day. (Case #LD-3765)

Cases #LD-3741 and 3739: On February 28, and March 6/68  
Delta Lines picked up a Van at Cal Motors terminals and  
loaded parallel freight in the Van and returned to Cal Motors  
yard. Cal Motors had men on layoff and equipment available.  
Union claiming a day's pay for a man on layoff that day.

Cases #LD-3765 - 3741 and 3739.

Joint Council #7 Motion: That these cases be referred to the  
attention of Verne Milton, Special Committee, Joint Western  
Area Committee. Motion Carried.

Joint Council #7 Labor-Management Committee May 2, 1968.

August, 1968 JWAC Action: Postponed.

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE  
\* \* \* \* \*

Case # Local 85, San Francisco, California, and  
8-8-4063 Walkup's Merchants Express

Joint  
Council #7  
Dispute

On April 16, 1968, the Company posted a nine man list for work on Saturday. These men were scheduled for movements from the San Francisco Chronicle to start at 1:00 p.m. on Saturday. At 5:20 p.m. on April 16, 1968, another shipper called the Company and requested four men for Saturday work beginning at 8:00 a.m. The next four men were taken from the rotation list and scheduled for work at 8:00 a.m. on Saturday.

It was the Union's position that these men were junior to men with the 1:00 p.m. start and that the senior men should have been called in at 8:00 a.m.

Case #LD-3883.

Joint Council #7 Motion: That the claim of the Union is denied.

Deadlocked Joint Council #7 Labor-Management Committee  
June 6, 1968.

August, 1968 JWAC Action: The decision in this case is that we are going to hold jurisdiction and the Union is instructed to go back and find out who is entitled to what and have time cards to prove its case.



DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE

\* \* \* \* \*

Case # Local 70, Oakland, California, and  
11-8-4224 Encinal Terminals

Joint Council #7 Dispute It was the position of the Union that the Company has no right to establish two seniority lists as long as both locations are located within Local 70's jurisdiction.

It was the position of the Company that this is a new division, or operation and under the provisions of "New Branches or Divisions" in the Master Freight Agreement a new and separate seniority list should be set up for the new operation.

Case #LD-4233.

Joint Council #7 Motion: That the position of the Union be upheld.

Deadlocked Joint Council #7 Labor-Management Committee  
October 17, 1968.

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE  
\* \* \* \* \*

Case #  
11-8-4225

Local 70, Oakland, California, and  
Illinois - California Express

Joint  
Council #7  
Dispute

The Union claimed that on the night of July 3, 1968, a night-shift hostler was dispatched to Dependable Trucking where he loaded two loads of cheese.

It was the position of the Union that Dependable acted as a warehousing agent for the cheese company and that this was a pick-up from a customer and the hostler was entitled to time and one-half for the entire shift.

It was the position of the Company that this was interlining freight and that its pickup was permissible under the Local Pick-Up and Delivery Agreement.

Case #LD-4109.

JSC Motion: That the Union's position be upheld.

Deadlocked Joint Council #7 Labor-Management Committee  
September 5, 1968.



DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE

\* \* \* \* \*

Case # Local 70, Oakland, California, and  
11-8-4226 Los Angeles - Seattle Motor Express

Joint The Union claimed the grievant, K. G. Burns, had been  
Council #7 driving doubles for two years on the Pittsburg route. The  
Dispute Union claimed that the Company refused to pay him the higher  
classification for holidays, sick leave, and vacation.

It was the Union's position that since he pulled doubles approxi-  
mately 95% of the time, he should be paid the doubles rate for  
all holidays, sick leave and vacation.

Case # LD-4025.

Joint Council #7 Motion: That the claim of the Union is  
denied.

Deadlocked Joint Council #7 Labor-Management Committee  
August 15, 1968.

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE  
\* \* \* \* \*

Case # Local 70, Oakland, California, and  
11-8-4227 March Transport

Joint  
Council #7  
Dispute

The Union is claiming seniority for a casual employee.

It was the position of the Union the employee was discriminated against in that the Company employed him on a casual basis but refused to allow him to gain seniority. The Union claimed the man had worked 12 days in a 30 day period. The Union sent him out on the 13th day and the Company refused him. The Union is claiming seniority.

It was the position of the Company that the man had worked only 12 days and had not worked the 13 days to gain seniority. The Company claimed that they could not employ him on a regular basis as he did not meet the hiring standards of the Company.

Case #LD-4226.

Joint Council #7 Motion: That the claim of the Union be upheld.

Deadlocked Joint Council #7 Labor-Management Committee  
(no date of action given)



DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE  
\* \* \* \* \*

Case #                      Local 70, Oakland, California, and  
11-8-4228                      Oertly Brothers Trucking Company

Joint                      The Company had a policy of paying sick leave effective the first  
Council #7                      day of illness. This procedure had been in effect since August  
Dispute                      of 1962. The Company changed the method of pay on sick leave  
                                 and started paying in accordance with the Local 70 Agreement.

The Union is claiming Maintenance of Standards.

The Company stipulated to the facts as presented by the Union  
but took the position that as the number of employees increased  
there was a growing abuse of sick leave.

Case #LD-4057.

Joint Council #7 Motion: That under Article 6 of the agreement,  
Maintenance of Standards, the claim of the Union is allowed.

Deadlocked Joint Council #7 Labor-Management Committee  
August 15, 1968.

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE  
\* \* \* \* \*

Case # Local 70, Oakland, California, and  
11-8-4229 Pacific Motor Trucking Company

Joint The Union claimed the grievant, David Pavia, a senior  
Council #7 employee had not been offered the higher paid fork lift  
Dispute classification on two days when a junior man worked it.

The Company stated that they have four B/T driver/loaders who operate the fork lift and load their own equipment. The Company claimed that on a day of absence of a regular fork lift operator they should be forced to pay grievant the higher rate when they have four men available who are being paid for the work. The Company stated that the four men are junior to the grievant.

Case #LD-4227.

Joint Council #7 Motion: That the claim of the Union is allowed.

Deadlocked Joint Council #7 Labor-Management Committee  
October 17, 1968.



DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE  
\* \* \* \* \*

Case #  
11-8-4230

Local 70, Oakland, California, and  
Paxton Truck Lines

Joint  
Council #7  
Dispute

The Company had purchased a new low-bed with tiller.

It was the position of the Union that it was a new type of  
equipment and there was no wage rate negotiated for it.

The Company took the position that Article 51 of the  
Agreement covered the wage rate.

Case #LD-4062.

Joint Council #7 Motion: That the proper rate of pay is  
covered under the Agreement.

Deadlocked Joint Council #7 Labor-Management Committee  
August 15, 1968.

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE  
\* \* \* \* \*

Case #                      Local 70, Oakland, California, and  
11-8-4231                  Robertson Drayage

Joint  
Council #7  
Dispute

The Union claimed that Local 85 teamster, Al Dreyfus, worked August 12, 1968 through August 23, 1968, routing bills at the Company's Oakland terminal. The Union claimed this was a vacation replacement job for employee who has the bid job at the Oakland terminal. Union requesting back pay for Local 70 teamster out of the hiring hall.

The regular bill router for the Company was on vacation and the backup bill router was scheduled to work. On Friday afternoon the backup bill router informed the Company that he would come to work but that due to his mental state of mind, he would be unable to perform as a bill router.

The Company claimed they attempted to get the regular bill router to change his vacation date but he was unable to do so. There were no teamster or supervisory personnel qualified to route bills. The Company brought their Local 85 bill router into the terminal and had him route the bills for two weeks.

Case #LD-4201.

Joint Council #7 Motion: That the claim of the Union is allowed.

Deadlocked Joint Council #7 Labor-Management Committee  
October 3, 1968.



DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE  
\* \* \* \* \*

Case #  
11-8-4232

Local 70, Oakland, California, and  
Transcon Lines

Joint  
Council #7  
Dispute

On July 9, 1968, the grievant, Bobby DeLima, was dispatched as a casual to the Company. He was rejected by the Company because he was a former employee and had been discharged for cause. The Union is claiming a day's pay at the applicable rate be paid to Bobby DeLima.

It was the position of the Union that the Company had presented a letter to the Union which requested that they not send certain former employees to the Company on a casual basis. The Union claimed the grievant's name was not mentioned in this letter and there was no letter on file concerning the grievant.

It was the position of the Company that it was their policy not to hire a former employee.

Case #LD-4039.

Joint Council #7 Motion: That due to evidence presented the Company did not follow procedure agreed upon between the parties for rejecting applicants and the claim of the Union is allowed.

Deadlocked Joint Council #7 Labor-Management Committee  
September 5, 1968.

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE  
\* \* \* \* \*

Case #  
11-8-4233

Local 85, San Francisco, California, and  
O. N. C. Motor Freight System

Joint  
Council #7  
Dispute

The Company had moved to the Local 85 area under an approved Change of Operations. While operating in the Local 70 area the grievants had been receiving the doubles rate of pay and did receive it for a period of time after moving to San Francisco. After the JWAC Case #8-8-4081 decision involving higher rates of pay, the Company had stopped paying the doubles rate of pay.

It was the position of the Company that they acted properly under the JWAC decision and the approved Change of Operations.

Case #LD-4141.

Joint Council #7 Motion: that the claim of the Union is denied.

Deadlocked Joint Council #7 Labor-Management Committee  
September 19, 1968.



DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE  
\* \* \* \* \*

Case #  
11-8-4234

Local 85, San Francisco, California, and  
West Transportation

Joint  
Council #7  
Dispute

The Company has one terminal in Local 70 jurisdiction.  
The claim of Local 85 is that the Company cannot use Local  
70 drivers to pick up and deliver in Local 85's jurisdiction.

The position of the Union is that in the past the Company  
had agreed to transfer two men from Local 70 to Local 85  
in order to handle these loads with Local 85 personnel.  
The Union claimed that this is Local 85's work and that  
Local 70 drivers cannot be utilized to pick up and deliver  
in Local 85 jurisdiction.

It was the position of the Company that they had been following  
this procedure since 1955. The Company stated that they had  
only one terminal and that was in Local 70 jurisdiction. The  
Company claimed that this procedure was permissible under  
the Bay Area Drayage Zone definition.

Case #LD-4206.

Joint Council #7 Motion: That the Company had no terminal  
in Local 85's jurisdiction and the decision in Case JWC #2-8-3610  
will apply and the claim of the Union is denied.

Deadlocked Joint Council #7 Labor-Management Committee  
October 17, 1968.

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE  
\* \* \* \* \*

Case #  
11-8-4235

Local 287, San Jose, California, and  
Walkup's Merchants Express

Joint  
Council #7  
Dispute

The Union claimed that grievant, Charles Taravella, had  
reported off sick and the Company did not pay him sick pay.

It was the position of the Company that the grievant had gone  
to Denver for the wedding of his niece and had said nothing  
about being sick prior to taking off.

Case #LD-4162.

Joint Council #7 Motion: That based on the evidence  
submitted, the claim of the Union is allowed.

Deadlocked Joint Council #7 Labor-Management Committee  
September 19, 1968.



DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE  
\* \* \* \* \*

Case #                      Local 315, Martinez, California, and  
11-8-4236                    Delta Lines, Inc.

Joint                      Establishment of seniority in the name of Ronald Breaux.  
Council #7  
Dispute                    It was the position of the Union that the grievant had worked  
                             13 days in a thirty day period and that under the agreement  
                             he had established seniority. The Union claimed that the  
                             grievant had worked from January 22, 1968 through September  
                             3, 1968.

The Company's position was that the grievant was an area  
lumper and that they used him only at the premises of one  
customer. He was paid the broken time rate when he worked  
less than eight hours.

Case #LD-4192.

Joint Council #7 Motion: That if the grievant had worked  
13 full days at the regular rate of pay within a 45-day period  
ending September 13, 1968 (the date of filing) then the man had  
seniority as of the 14th day of work.

Deadlocked Joint Council #7 Labor-Management Committee  
October 3, 1968.

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE  
\* \* \* \* \*

Case # Local 315, Martinez, California, and  
11-8-4237 Santa Fe Trails Transportation Company

Joint Council #7 The Union claimed that on July 26, 1968, July 27th and  
Dispute 28th, Company Supervisor performed work that was normally  
performed by people under the bargaining unit. The Union  
is claiming a day's pay for every day that a Supervisor per-  
formed this work. The work consisted of bumping tires,  
checking lights and checking the trailer for damage.

Case #LD-4123.

Joint Council #7 Motion: That the claim of the Union  
is denied.

Deadlocked Joint Council #7 Labor-Management Committee  
September 19, 1968.



DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE  
\* \* \* \* \*

Case #  
11-8-4238

Local 315, Martinez, California, and  
Santa Fe Trails Transportation Company

Joint  
Council #7  
Dispute

Two men had been off an excessive amount of time and claimed illness. Prior to returning to work, the Company mailed each of the grievants forms to have filled out by their physician prior to returning to work.

It was the position of the Union that the Company pay for the examination and that the men be compensated for time spent in having the examination.

Case #LD-4116.

Joint Council #7 Motion: That the claim of the Union is allowed.

Deadlocked Joint Council #7 Labor-Management Committee  
September 5, 1968.

ADDENDA

NOVEMBER, 1968 JOINT WESTERN AREA COMMITTEE

\* \* \* \* \*

CHANGE OF OPERATIONS:

Case #		Consolidated Freightways	
	<i>11-8-4239</i> (1) <i>wd on</i>	Locals: 231 - 741	Post Marked Oct. 24/68
Case #		McCracken Brothers	
	<i>11-9-42-40</i> (2)	Locals: 57 - 81	Post Marked Oct. 24/68
Case #		United-Buckingham	
	(3) <i>no</i>	Local: 690	Post Marked Oct. 29/68

COMMITTEE FOR LOCAL OPERATIONS:

Case #		Local: 81	
	<i>Hold</i> (4) <i>no</i>	Interstate Motor Lines	Post Marked Nov. 5/68
Case #		Local: 692	
	<i>424/</i> (5) <i>on</i>	City Transfer	Post Marked Nov. 5/68
Case #			
11-8-4132	(5-A)	LEAVES OF ABSENCE	

Case #

Case #

Case #

Case #

Case #



Case #		Local: 45	Master Dispute
8-8-4074	(6) on	United-Buckingham	
Case #		Local: 81	O-T-R Dispute
Heard 4208	(7) on	McCracken Bros.	Post Marked Nov. 5/68
Case #		Local: 180	O-T-R Dispute
Heard 4242	(8) on	DC International	Post Marked Nov. 5/68
Case #		Local: 180	O-T-R Dispute
Heard 4243	(9) on	DC International	Post Marked Nov. 5/68
Case #		Local: 180	O-T-R Dispute
Heard 4244	(10) on	DC International	Post Marked Nov. 5/68
Case #		Local: 180	O-T-R Dispute
4244	(11) on	LASME	Post Marked Nov. 5/68
Case #		Local: 224	O-T-R Dispute
P.P. 4246	(12) on	Exley Express	Post Marked Nov. 5/68
Case #		Local: 386	O-T-R Dispute
P.P. 4247	(13) on	P.M.T.	Post Marked Oct. 27/68
Case #		Local: 495	Automotive Dispute
Heard 4254	(14) on	Western Gillette	Post Marked Oct. 21/68
Case #		Local: 692	O-T-R Dispute
Heard 4248	(15) on	McKeown Transportation	Post Marked Nov. 5/68
Case #		Local: 180	Discharge
4249	(16) on	I. C. X.	Post Marked Nov. 5/68
4250		208 Also	Wichang D.P. Young.
4251		208 Panda	Ray OH1
4252		357 Transco.	Anderson
4253		357 D.N.E.	Nollinade

FOR ADDITIONAL CASES

Case #

4250

208 -

also <sup>Lee Young</sup> Transportation Discharge

Case #

4251

208 -

Panda Discharge <sup>Ray</sup> OHL

Case #

4252

357 -

Transcure Discharge anderson

Case #

4253

357 -

O.M.C. Discharge

Case #

Case #

Case #

Case #

Case #

Case #

Case #

Case #

Case #

Case #

Case #

Case #

Case #

Case #

Case #

Case #

Case #



CHANGE OF OPERATIONS BEFORE THE JOINT WESTERN AREA COMMITTEE  
\* \* \* \* \*

Case # Consolidated Freightways

Change of Operations Locals involved: 231, Bellingham, Washington  
741, Seattle, Washington

PRESENT OPERATION:

Bellingham-Seattle-Bellingham turn running five nights a week as a bid and operated by one member of Local 231.

PROPOSED OPERATION:

This run to be eliminated and a new run Seattle-Bellingham-Seattle turn to run as an extra run only when present Seattle/Vancouver schedules are unable to provide clearance. The 231 member eliminated under this change will be offered work in Seattle at the bottom of the extra board.

(Post Marked October 24th - Received October 25, 1968)

CHANGE OF OPERATIONS BEFORE THE JOINT WESTERN AREA COMMITTEE  
\* \* \* \* \*

Case #                   McCracken Brothers Motor Freight

Change of               Locals involved:               57, Eugene, Oregon  
Operations                                       81, Portland, Oregon

Recognition of the Portland-Eugene-Portland-Eugene-Portland  
division run.

(Post Marked October 24th - Received October 25, 1968)



CHANGE OF OPERATIONS BEFORE THE JOINT WESTERN AREA COMMITTEE  
\* \* \* \* \*

Case # United-Buckingham Freight Lines

Change of Operations Local involved: 690, Spokane, Washington

The Company is requesting a Change of Operations as indicated below.

PRESENT OPERATION:

Spokane, Washington to Missoula, Montana is being run on a divisional basis on a bid run Sunday through Saturday.

PROPOSED CHANGE:

That this run from Spokane, Washington to Missoula, Montana be made on a turn and mileage basis due to economic reasons.

(Post Marked October 29th - Received October 30, 1968)

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE

Case #	Local 81, Portland, Oregon, and Interstate Motor Lines
--------	---

P + D Dispute	Local 81 is in dispute with Interstate Motor Lines over the application of checkers classification and rate of pay.
------------------	---

It is the Union's position that since the Company required the employees to tally the freight off the line haul equipment and sign or initial bill or manifest, the men are entitled to checkers pay.

It is the Company's position that these men are not checking but loading and come under the category of dock workers.

JSC Motion: That the Union's position be upheld.

Case #1179.

Deadlocked Oregon JSC November 4, 1968.

(Post Marked November 5th - Received November 6, 1968)



DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE  
\* \* \* \* \*

Case # Local 692, Long Beach, California, and  
City Transfer

P + D On September 16, 17, 18, and 19th and 20th, 1968, Dick Hay,  
Dispute a junior man was called in earlier than Arthur J. Siegrist  
to do work that Mr. Siegrist is qualified to do. The tractor  
assigned to Siegrist is capable of performing the duties that  
Hay carried out.

We are filing for the difference in pay.

Case #SC-11-8-1996.

JSC Motion: That the claim of A. J. Siegrist be allowed.

Deadlocked Southern California JSC November 4, 1968.

(Post Marked November 5th - Received November 6, 1968)

REQUESTS TO THE JWAC FOR APPROVAL OF LEAVES OF ABSENCE  
\* \* \* \* \*

Case #  
11-8-4132

L-710

FRANCIS D. McCARTY, member of Local 208, Los Angeles, California. Employee of Pacific Motor Trucking Company. Request is for a period of 90 days, effective October 21, 1968, for the purpose of Supervisory work.  
NOTE:



DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE  
\* \* \* \* \*

Case #  
8-8-4074

Local 45, Great Falls, Montana, and  
United-Buckingham Freightlines

MASTER  
Dispute

Violation of Article 32 of the National Master Freight Agreement. Company leasing runs to Canadian firm, which should be pulled by Great Falls based drivers. Request Great Falls drivers be paid for all runs pulled by Miller and Brown, and that Great Falls drivers be used to pull runs to the Canadian border.

It was the position of Local 45 that the Company was in violation of the contract for leasing of the run from Canada to Great Falls, Montana.

It was the Employer's position that under the terms of Article 32 that they are not sub-contracting. In March, 1965, the Canadian traffic was moved from the Minot, North Dakota terminal to the Great Falls, Montana terminal. Nothing was taken away from the employees of Local 45. It just never existed prior to March of 1965. Copies of the lease were produced for committee examination.

Case #M-824.

JSC Motion: That in Case #M-824 in accordance with Article 32, Section 2, this case be referred to the Joint Western Committee. Motion Carried.

Montana JSC July 19, 1968.

October 10, 1968 MULTI-CONFERENCE DECISION: The Multi-Conference Grievance Committee referred the captioned matter to the Joint Western Area Committee for settlement.

NOTE: August, 1968 JWAC Motion: That because the case involves the question of sub-contracting, it be referred to the National Committee.

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE  
\* \* \* \* \*

Case # Local 81, Portland, Oregon, and  
McCracken Brothers Motor Freight

O-T-R Local 81 is requesting the Company to commence paying 2-1/2  
Dispute hours check time for each tour of duty which involves two  
Portland - Eugene, Oregon turns.

It is the Union's position that two Portland-Eugene turns is  
two tours of duty and the Company should pay two, half hours  
for each tour of duty.

It is the Company's position that since they are paying mileage  
this is considered one tour of duty. That at the present time  
they are paying two half hours check time for one tour of duty  
and should not be compelled to pay more.

Case #1189.

JSC Motion: That the Union's position be upheld.

Deadlocked Oregon JSC November 4, 1968.

(Post Marked November 5th - Received November 6, 1968)



DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE  
\* \* \* \* \*

Case # Local 180, Los Angeles, California, and  
DC International

O-T-R Local 180 takes the position that Barton and Partner are  
Dispute entitled to one hours pay at \$3.68 for each man.

On trip #39798 this team was delayed one-half hour east bound  
near Wilhoit, Arizona and one-half hour west bound near  
Prescott, Arizona for road construction. Flagman controlling  
traffic. Claim denied September 6, 1968.

(See Case #5-8-3880)

Case #SC-11-8-2008.

JSC Motion: That based on the decisions in JWC Cases  
#8-5-2042; Case #11-5-2109 and #5-8-3880, the claim of the  
Union be allowed.

Deadlocked Southern California JSC November 4, 1968.

(Post Marked November 5th - Received November 6/68)

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE  
\* \* \* \* \*

Case # Local 180, Los Angeles, California, and  
DC International

O-T-R Local 180 on behalf of Robert Murphy, Eldred Tanner and  
Dispute Manuel Silvia , files a protest of their positioning on the  
seniority roster at DC International . This protest is based  
on the contention of these men that the seniority application  
spelled out in Case #5-8-3719 (Milne Truck Lines) should  
apply in their cases.

We ask the committee to hear the case and make a decision  
whether or not the Company has positioned them properly  
on the seniority list.

Case #SC-11-8-2012.

JSC Motion: That the claim of Murphy, Tanner and Silvia  
be allowed, and that they be dovetailed.

Deadlocked Southern California JSC November 5, 1968.

(Post Marked November 5th - Received November 6/68)



DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE  
\* \* \* \* \*

Case # Local 180, Los Angeles, California, and  
DC International

O-T-R Local 180 takes the position that Peto and Von Nordhiem are  
Dispute entitled to have their seniority dovetailed based on their  
continuous unbroken service which we contend has not been  
done. The application of the seniority as a result of the  
recent Change of Operations dovetailed drivers we feel was  
not properly applied with reference to these two men.

Case #SC-11-(10)-8-1894.

JSC Motion: That the claim of Peto and Von Nordhiem  
be allowed and that they be dovetailed.

Deadlocked Southern California JSC November 5, 1968.

(Post Marked November 5th - Received November 6/68)

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE  
\* \* \* \* \*

Case # 4211 Local 180, Los Angeles, California, and  
Los Angeles-Seattle Motor Express

O-T-R  
Dispute

Frank Goode is asking to be compensated for a trip from Los Angeles to Seattle and return. On September 30, 1968, Frank Goode was given a dispatch of 9:30 departure for Seattle. Due to circumstances which arose at home, Goode had to call in and tell them he would be about one hour late, at which time he was advised by the dispatcher it would be okay. When Goode arrived in the yard he went to check equipment and find his partner. When he had finished this he was told by dispatcher he would have to go home as they had called an extra man to go in his place. Davidson who is Goode's partner is asking for the difference between a trip to Corning, California, and Seattle, Washington. Davidson and Goode were originally set up to go to Seattle. After Goode and Davidson had checked the equipment the Company unhooked Goode and Davidson's tractor from the Seattle load and gave Davidson a trip to Corning and sent Frank Goode home. They then gave the Seattle load to another team.

Local 180 takes the position that Frank Goode should be compensated for one round trip to Seattle and Davidson should be paid the difference between the Corning trip and the trip to Seattle and the facts will bear out our contention.

Case #SC-11-8-2018.

JSC Motion: That the claim of Goode and Davidson be allowed.

Deadlocked Southern California JSC November 5, 1968.

(Post Marked November 5th - Received November 6/68)

*Handwritten signature*



DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE  
\* \* \* \* \*

Case # Local 224, Los Angeles, California, and  
Exley Express, Inc.

O-T-R Local 224 on behalf of the members employed at Exley Express  
Dispute requests the Joint State Committee to instruct the Company  
to comply with the contract and furnish itemized statement  
of earnings and rejection for denied pay claims.

Case #SC-11-8-2039.

JSC Motion: That inasmuch as the Employer representative  
alleges that the Company is not a party to the Agreement under  
which this grievance is filed, this case is improperly before  
the committee.

Deadlocked Southern California JSC November 5, 1968.

(Post Marked November 5th - Received November 6/68)

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE  
 \* \* \* \* \*

Case # Local 386, Modesto, California, and  
 Pacific Motor Trucking

O-T-R Union asking equal time and moneys when Jim Herrera was  
 Dispute left home on September 11, 1968 - Stockton drivers pulling  
 from Modesto.

Union claims on September 11, 1968 the Company sent in three  
 Stockton drivers to pull three vans into Stockton. Union cited  
 Case #CB-117-1819 when the claim of the Union was denied  
 because the Union filed for local men doing the work. Since  
 it was ruled line work, it was Stockton local drivers who did  
 the work and the Union claims the work for the line drivers.

Case #T-108-2233.

JSC Motion: That the claim of the Union be denied.

Deadlocked California Valley JSC October 23, 1968.

(Post Marked October 27th - Received October 28, 1968)



DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE  
\* \* \* \* \*

Case # Local 495, Los Angeles, California, and  
Western Gillette

Automotive Local 495 on behalf of Hughlen Johnson claims 36 days pay  
Dispute because he was laid off and someone outside of Local 495's  
bargaining unit performed his normal duties.

Case #SC-10-(9)-8-1682.

JSC Motion: That under Article 43, Section 1 (i) of the  
agreement, the claim of H. Johnson is untimely.

Deadlocked Southern California JSC October 11, 1968.

(Post Marked October 21st - Received October 23, 1968)

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE  
\* \* \* \* \*

Case # Local 692, Long Beach, California, and  
McKeown Transportation Company

O-T-R On dispatch sheet for June 7, 1968, it shows 5 men on call as  
Dispute listed: Nelson - Goodale - Kohl - Hardin and Brewer. Nelson  
is assigned to steady run. The following dispatch sheet dated  
June 8-9, 1968 for dispatch of June 10, 1968, shows that two  
men are dispatched out at 4:00 p.m. June 9, 1968 (Sunday).

The sleeper run was not dispatched in the order as listed on  
the previous dispatch sheet. At 2:30 a.m., June 10, 1968,  
Charley Nelson who has an assigned run went out on his regular  
run. This then places Mr. Kohl in a position to have gone on  
the sleeper run. Mr. Kohl was dispatched for local work at  
6:00 a.m. on June 10, 1968. Mr. Johnson and Mr. Gosnell  
who were not on the on-call list of June 8th and 9th were dis-  
patched on the Tucson trip. We ask that Mr. Kohl be compen-  
sated for the difference in any monies earned by Mr. Johnson  
or Mr. Gosnell on a trip to Tucson June 10, 1968.

Case #SC-11-(8)-8-1475.

JSC Motion: That the claim of Kohl be allowed.

Deadlocked Southern California JSC November 4, 1968.

(Post Marked November 5th - Received November 6/68)



DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE  
\* \* \* \* \*

Case # Local 180, Los Angeles, California, and  
Illinois - California Express

Discharge Local 180 takes the position that the terminations of Jackie  
Lee Bynum and Clancy Herring of I. C. X. is unfair and  
unjust and therefore we request they be reinstated with full  
seniority and compensated for all time lost.

Case #SC-11-8-2016.

JSC Motion: That the discharges of Bynum and Herring  
be sustained.

Deadlocked Southern California JSC November 5, 1968.

(Post Marked November 5th - Received November 6/68)



